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**FINAL**  
CITY COUNCIL  
CITY OF WICHITA  
KANSAS

City Council Meeting  
09:00 a.m. October 6, 2015

City Council Chambers  
455 North Main

**OPENING OF REGULAR MEETING**

- Call to Order
- Invocation
- Pledge of Allegiance
- Approve the minutes of regular meeting on September 22, 2015

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**AWARDS AND PROCLAMATIONS**

Proclamations:

The Big Read Month  
60th Anniversary for Grace Baptist Church  
Manufacturing Month

Award:

2015 Kansas Public Health Association Policy Makers of the Year Award

**I. PUBLIC AGENDA**

NOTICE: No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a "first-come, first-served" basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city clerk prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum as provided in this code will be observed.

1. Janice Bradley - Thanks to the City Council and the Law Department.
2. Terry Blair - Transit System.
3. James Butts - Using the Transit System.
4. Brian Carduff - Procurement related to public safety.

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**II. CONSENT AGENDA ITEMS 1 THROUGH 27**

NOTICE: Items listed under the "Consent Agendas" will be enacted by one motion with no separate discussion. If discussion on an item is desired, the item will be removed from the "Consent Agendas" and considered separately

*(The Council will be considering the City Council Consent Agenda as well as the Planning, Housing, and Airport Consent Agendas. Please see "ATTACHMENT 1 – CONSENT AGENDA ITEMS" for a listing of all Consent Agenda Items.)*

**\*\*\*WORKSHOP TO FOLLOW\*\*\***

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**COUNCIL BUSINESS**

**III. UNFINISHED COUNCIL BUSINESS**

1. Repair or Removal of Dangerous and Unsafe Structures 6048 S Hydraulic. (District III)

RECOMMENDED ACTION: Close the public hearing, adopt the resolution declaring the building to be a dangerous and unsafe structure, and accept the BBCSA recommended actions to proceed with condemnation, allowing 10 days to start demolition and 10 days to complete removal of the structure. Any extensions of time granted to repair any structure would be contingent on the following: (1) All taxes have been paid to date as of October 6, 2015; (2) the structure has been secured as of October 6, 2015, and will continue to be kept secured; and (3) the premises are mowed and free of debris as of October 6, 2015, and will be so maintained during renovation.

**IV. NEW COUNCIL BUSINESS**

1. Authorization of the Second, Five Year Tax Exemption, C & C Development, LLC. (District IV)

RECOMMENDED ACTION: Approve the second five-year tax exemption.

2. Substantial Amendment to the 2015-2016 Second Program Year Action Plan.

RECOMMENDED ACTION: Close the public hearing, confirm the contents of the substantial amendment to the 2015-16 Second Program Year Action Plan, authorize the submission of the substantial amendment to the U.S. Department of Housing and Urban Development, and authorize the necessary requests for bids/proposals, funding agreements, and signatures.

3. Ordinance Amendment Repealing Section 2.12.1026 of the Code of the City of Wichita and Creating Chapter 3.70 regarding Cemeteries.

RECOMMENDED ACTION: Place the ordinance on first reading and authorize the necessary signatures.

4. Memorandum of Understanding and Supplemental Agreement No. 1 for New Central Library Architectural Services. (District VI)

RECOMMENDED ACTION: Approve the Memorandum of Understanding with the Wichita Public Library Foundation and Supplemental Agreement No. 1 with GLMV Architects and authorize the necessary signatures.

5. McAdams Field Improvements. (District I)

RECOMMENDED ACTION: Adopt the bonding resolution, authorize initiation of the project and authorize all necessary signatures.

6. Improvements for Meridian Avenue, North of 29th Street North. (District VI)

RECOMMENDED ACTION: Approve the petition and budget, adopt the resolution, and authorize the necessary signatures.

7. Design Concept for Improvements to 13th Street, between 119th and 135th Streets West. (District V)

RECOMMENDED ACTION: Approve the design concept.

8. Water Line and Sewer Extensions to Serve Sheridan Avenue. (District IV)

RECOMMENDED ACTION: Approve the petitions and budgets, approve hiring Baughman Company, P.A. for the design of the improvements, adopt the resolutions, and authorize the necessary signatures.

9. DER2015-00001- Community Investments Plan 2015-2035.

RECOMMENDED ACTION: Approve the Community Investments Plan 2015-2035 as the new Wichita-Sedgwick County Comprehensive Plan, including those neighborhood and area plans itemized on Attachment "B" to the Resolution of the Wichita-Sedgwick County Metropolitan Area Planning Commission dated August 20, 2015, place the ordinance on first reading, authorize the necessary signatures, and instruct the City Clerk to publish the ordinance after approval on second reading.

(9:30 a.m. or soon thereafter)

10. Public Hearing: Repair or Removal of Dangerous and Unsafe Structures. (Districts I and III)

<u>Property Address</u>	<u>Council District</u>
a. 344 N. Piatt	I
b. 430 N. Bleckley (shared accessory structure)	I
c. 116 W. Zimmerly (parcel address 1352 S. Water)	III
d. 2671 S. Fees	III

RECOMMENDED ACTION: Close the public hearing, adopt the resolutions declaring the building a dangerous and unsafe structure, and accept the BCSA recommended action to proceed with condemnation, allowing 10 days to start demolition and 10 days to complete removal of the structure. Any extensions of time granted to repair the structure would be contingent on the following: (1) All taxes have been paid to date, as of; October 6, 2015 (2) the structure has been secured as of October 6, 2015 and will continue to be kept secured; and (3) the premises are mowed and free of debris as of October 6, 2015, as will be so maintained during renovation.

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## **COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES**

### **PLANNING AGENDA**

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

### **V. NON-CONSENT PLANNING AGENDA**

1. ZON2015-00026 – City Zone Change from SF-5 Single-Family Residential to TF-3 Two-Family Residential on Lots 19 – 39 in the Siena Lakes Subdivision Generally Located on the South Side of West 37th Street North, One-Half Mile West of Hoover Road. (District V)

RECOMMENDED ACTION: 1) Concur with the findings of the MAPC and approve the zoning change subject to the conditions enumerated, and adopt the findings of the MAPC and instruct the Planning Department to forward the ordinance for first reading when the plat is recorded (requires simple majority of 4 votes); 2) ; Return the case to MAPC for further review (requires simple majority of 4 votes); or 3) Deny the zoning request by making alternative findings, and override the MAPC's recommendation (requires a two-third majority of 5 votes to override the MAPC's recommendation).

### **HOUSING AGENDA**

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion. Carole Trapp Housing Member is also seated with the City Council.

**Carole Trapp Housing Member is also seated with the City Council.**

### **VI. NON-CONSENT HOUSING AGENDA**

1. Public Hearing – 2016 Annual Agency Plan.

RECOMMENDED ACTION: Conduct the public hearing, close the hearing, approve the Wichita Housing Authority 2016 Annual Agency Plan, and authorize the necessary signatures to certify the Plan for submission to the U.S. Department of Housing and Urban Development.

### **AIRPORT AGENDA**

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

### **VII. NON-CONSENT AIRPORT AGENDA**

None

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**COUNCIL AGENDA**

**VIII. COUNCIL MEMBER AGENDA**

None

**IX. COUNCIL MEMBER APPOINTMENTS AND COMMENTS**

1. **Board Appointments.**

RECOMMENDED ACTION: Approve the appointments.

Adjournment



(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 27)

**II. CITY COUNCIL CONSENT AGENDA ITEMS**

1. Report of Board of Bids and Contracts dated September 28 and October 5, 2015.

RECOMMENDED ACTION: Receive and file report; approve the contracts; and authorize the necessary signatures.

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2015</u>	<u>(Consumption on Premises)</u>
Jose Castaneda-Lumbreras	Calvin's Hamburger Haven**	1929 South Seneca
<u>Renewal</u>	<u>2015</u>	<u>(Consumption off Premises)</u>
Andrea Lazenby	Walmart #5860***	9831 East Harry
Andrea Lazenby	Walmart #5990***	2111 North Amidon
Andrea Lazenby	Walmart #5991***	3137 Seneca

\*\*General/Restaurant (need 50% or more gross revenue from sale of food)

\*\*\*Retailer (Grocery stores, convenience stores, etc.)

RECOMMENDED ACTION: Approve licenses subject to staff review and approval.

3. Preliminary Estimates:

- a. List of Preliminary Estimates.

RECOMMENDED ACTION: Receive and file.

4. Petitions for Public Improvements:

- a. Revised Petitions for Improvements to Bellechase Third Addition. (District II)

RECOMMENDED ACTION: Approve the petitions and adopt the resolutions.

5. Consideration of Street Closures/Uses:

- Community Events – Prairie Fire Half Marathon.
- Community Events – Prairie Fire Marathon and Fun Run.
- Community Events – Prairie Fire Marathon 5K. (Districts I and VI)
- Community Events – Prairie Fire Marathon Set-up. (District I)

RECOMMENDED ACTION: Approve the request subject to; (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Securing a Certificate of Liability Insurance on file with the Community Events Coordinator.

6. Agreements/Contracts:

- a. Design-Build Agreement for Cowskin Creek, Sewage Treatment Plant No. 3 Rehabilitation. (District V)
- b. 2015 Biennial Bridge Inspections.
- c. KDHE Watershed Restoration and Protection Strategy Grant Application.

RECOMMENDED ACTION: Approve the agreements/contracts and authorize the necessary signatures.

7. Change Orders:

- a. Change Order No. 4 for K-96 and Hoover Interchange. (Districts V and VI)

RECOMMENDED ACTION: Approve the change orders and authorize the necessary signatures.

8. Minutes of Advisory Boards/Commissions:

Police and Fire Retirement System, July 22, 2015  
Joint Investment Committee, August 6, 2015  
Wichita Public Library, August 18, 2015  
Board of Electrical Appeals, August 11, 2015  
Deferred Compensation Board, May 21, 2015  
Wichita Employees' Retirement System, July 15, 2015  
Board of Park Commissioners, August 10, 2015

RECOMMENDED ACTION: Receive and file.

9. Repair or Removal of Dangerous and Unsafe Structures: (District III)

Property Address

- a. 3881 E. Roseberry

Council District

III

RECOMMENDED ACTION: Adopt the attached resolutions to schedule public hearings before the City Council on November 17, 2015 at 09:30 a.m. or as soon as possible thereafter, to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

10. Lease of City-owned Property at 2220 E. 21st Street. (District I)

RECOMMENDED ACTION: 1) Approve the lease agreement; 2) approve the budget adjustment; and 3) authorize the necessary signatures.

11. Water and Sewer Utility Revenue Bond and Refunding Revenue Bond Sale.

RECOMMENDED ACTION: Adopt the resolution: 1) authorizing the Water and Sewer Utility Revenue Bond and Refunding Revenue Bond sale; 2) authorizing preparation of the Notice of Bond Sale and Preliminary Official Statement in connection with the bond sale; 3) approving the distribution to prospective bidders of the Preliminary Official Statement; 4) authorizing distribution of the Notice of Sale; 5) authorizing the City Manager or his designee to award the bids subject to the parameters of the resolution; and 6) authorizing City staff, in consultation with Bond Counsel and the financial advisor, to take such further action as is reasonably required to implement the resolution.

12. Buffalo Park Improvements. (District V)

RECOMMENDED ACTION: 1) Accept the grant, 2) authorize increased project budget 3) adopt the amended bonding resolution, 4) approve acceptance of the lowest bid with approved add alternates exceeding the Engineer's estimate, and 5) authorize all necessary signatures.

13. Mobility Management Services.

RECOMMENDED ACTION: Approve the selection of RLS & Associates for Mobility Management Services.

14. Surplus of City-Owned Property at 1352 N. Minneapolis. (District I)

RECOMMENDED ACTION: 1) Approve the sale; 2) approve the real estate agreement; and 3) authorize any necessary signatures.

15. Amending Preliminary Estimate for Improvements to Serve Southfork Addition. (District III)

RECOMMENDED ACTION: Approve the amended preliminary estimate and authorize the necessary signatures.

16. Contract for Indigent Defense Services.

RECOMMENDED ACTION: Approve the contract and authorize the necessary signatures.

17. Abatement of Dangerous and Unsafe Structures. (Districts I, III, IV and V)

RECOMMENDED ACTION: Approve the proposed assessments and place the ordinances on first reading.

18. Metropolitan Area Building and Construction Department Budget Adjustment.

RECOMMENDED ACTION: Approve the budget adjustment of \$41,000 to the MABCD Nuisance Abatement and Weed Mowing budgets.

19. Resolutions Authorizing Congestion Mitigation and Air Quality (CMAQ) grants from the Federal Transit Administration.

RECOMMENDED ACTION: Adopt the resolutions and authorize the necessary signatures.

20. Second Reading Ordinances: (First Read September 22, 2015).

RECOMMENDED ACTION: Adopt the Ordinances.

## **II. CONSENT PLANNING AGENDA ITEMS**

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

21. \*SUB2014-00036 -- Plat of Campbell's Greenhouse Addition Located East of Broadway, North of MacArthur Road. (District III)

RECOMMENDED ACTION: Approve the document and plat, authorize the necessary signatures and place the Ordinance on first reading. Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

22. \*DED2015-00007 - Dedication of Access and Utility Easement Located on the East Side of Greenwich, North of K-96 Highway. (District II)

RECOMMENDED ACTION: Accept the Dedication.

23. \*SUB2015-00016 -- Plat of Monarch Landing Commercial Addition Located on the Northwest Corner of 21st Street North and 159th Street East. (District II)

RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures, adopt the Resolution and place the Ordinance on first reading. Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

24. \*ZON2015-00031 - City Zone Change from Single-Family Residential to Neighborhood Retail with a Protective Overlay on Property Located West of Ridge Road on the Northwest Corner of Maple and Brunswick Streets. (District V)

RECOMMENDED ACTION: Concur with the findings of the MAPC and approve the zoning with the provisions of Protective Overlay 300 and place the ordinance on first reading (simple majority of four votes required).

## **II. CONSENT HOUSING AGENDA ITEMS**

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

**Carole Trapp, Housing Member is also seated with the City Council.**

None

## **II. CONSENT AIRPORT AGENDA ITEMS**

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

25. **\*Playtime, LLC Agreement - Wichita Dwight D. Eisenhower National Airport.**

RECOMMENDED ACTION: Approve the agreement and authorize necessary signatures.

26. **\*Tolling Agreement for Mediation.**

RECOMMENDED ACTION: Approve the Tolling Agreement and authorize the Mayor to sign.

27. **\*WAA Report of Board of Bids and Contracts dated September 28, 2015.**

RECOMMENDED ACTION: Receive and file reports, approve the contracts, and authorize the necessary signatures.

City of Wichita  
City Council Meeting  
October 6, 2015

**TO:** Mayor and City Council

**SUBJECT:** Repair or Removal of Dangerous and Unsafe Structures  
6048 S. Hydraulic (District III)

**INITIATED BY:** Metropolitan Area Building and Construction Department

**AGENDA:** Unfinished Business

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**Recommendations:** Close the public hearing, adopt the resolution declaring the building to be a dangerous and unsafe structure, and accept the Board of Building Code Standards and Appeals (BBCSA) recommended actions to proceed with condemnation, allowing 10 days to start demolition and 10 days to complete removal of the structure.

**Background:** On June 9, 2015, the City Council conducted a public hearing to consider condemnation of the dangerous and unsafe structure at 6048 S Hydraulic.

At that hearing, prospective buyers requested time to purchase the property and bring it into compliance. The City Council voted to defer action and granted 30 days to close the sale of the property and 30 additional days to make the repairs.

On September 15, 2015, this property was scheduled for review before the City Council. It was removed from the agenda and rescheduled for October 6, 2015.

**Analysis:** On August 12, 2015, Metropolitan Area Building and Construction Department (MABCD) staff inspected the property. The structure was secure, but no repairs had been made. MABCD had a contractor mow this property on July 10, 2015, at a cost of \$140.

A check of Sedgwick County records showed that the ownership of the property has not changed; the 2012, 2013 and 2014 taxes are delinquent in the amount of \$2,591.41, which includes special assessments and interest. There are 2015 special assessments for lot cleanup in the amount of \$910.31 and weed mowing in the amount of \$143.86, both including interest. There is a 2016 special assessment for weed mowing in the amount of \$140.

**Financial Considerations:** Structures condemned as dangerous buildings are demolished with funds from the MABCD Special Revenue Fund contractual services budget, as approved annually by the City Council. This budget is supplemented by an annual allocation of Federal Community Development Block Grant funds for demolition of structures located within the designated Neighborhood Reinvestment Area. Expenditures for dangerous building condemnation and demolition activities are tracked to ensure that City Council Resolution No. R-95-560, which limits MABCD expenditures for non-revenue producing condemnation and housing code enforcement activities to twenty percent (20%) of MABCD's total annual budgeted Special Revenue Fund expenditures, is followed. Owners of condemned structures demolished by the City are billed for the contractual costs of demolition, plus an additional five hundred dollar (\$500) administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property, which may be collected upon subsequent sale or transfer of the property.

**Legal Considerations:** The owner and interested parties have been informed of the date and time of the hearing.

**Recommendations/Actions:** It is recommended that the City Council close the public hearing, adopt the resolution declaring the building to be a dangerous and unsafe structure, and accept the BBCSA recommended actions to proceed with condemnation, allowing 10 days to start demolition and 10 days to complete removal of the structure. Any extensions of time granted to repair any structure would be contingent on the following: (1) All taxes have been paid to date as of October 6, 2015; (2) the structure has been secured as of October 6, 2015, and will continue to be kept secured; and (3) the premises are mowed and free of debris as of October 6, 2015, and will be so maintained during renovation.

If any of the above conditions are not met, the MABCD will proceed with demolition action and also instruct the City Clerk to have the resolutions published once in the official city paper and advise the owner of these findings.

**Attachments:** None

City of Wichita  
City Council Meeting  
October 6, 2015

**TO:** Mayor and City Council

**SUBJECT:** Authorization of the Second, Five-Year Tax Exemption (C & C Development, LLC) (District IV)

**INITIATED BY:** Office of Urban Development

**AGENDA:** New Business

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**Recommendation:** Approve the second five-year property tax abatement.

**Background:** On December 9, 2008, the City Council approved the issuance of Industrial Revenue Bonds (IRBs) in the amount of \$8,550,000 to finance an expansion for Atlas Aerospace d/b/a Product Manufacturing Corporation (Atlas/PMC). The City Council also approved a 100% five-year tax exemption on the IRB-financed property plus a second five-year exemption subject to City Council approval. Atlas/PMC is requesting the approval of the second five-year tax exemption at this time.

**Analysis:** Product Manufacturing Company (PMC) was purchased in 2007 by Atlas Aerospace, LLC. The sellers, C&C Development, LLC retained ownership of the real estate and entered in to a lease agreement for the facilities with Atlas/PMC. C & C Development acted as the developer of the 2008 project and is the tenant for this transaction, but the benefit accrues to Atlas/PMC as the subtenant.

Bond proceeds were used to finance the construction of 213,000 square feet of additional manufacturing and warehousing space. The company employed 200 people prior to this expansion and projected the addition of 65 new jobs over the next five years at an average wage of \$42,664.

<u>Commitment</u>	<u>Performance</u>
• Create 65 new jobs in five years	Created 86 new jobs
• Average annual wages of \$42,664	Average annual wages over \$46,631
• Construction of 213,000 sf building	Completed 213,000 square foot facility

**Financial Considerations:** Under the City's Economic Development Incentive Policy, based on job creation and capital investment, the company qualified for a 100% five-plus-five year tax exemption on real property purchased with bond proceeds.

A new cost /benefit analysis, based on updated metrics, was completed by the Center for Economic Development and Business Research at Wichita State University with the following ratio of benefits to costs:

City of Wichita	1.42 to 1
City of Wichita Gen Fund	1.33 to 1
Sedgwick County	1.24 to 1
USD 259	1.16 to 1
State of Kansas	11.45 to 1

**Legal Considerations:** According to the Lease Agreement in the bond transcript, approval of the second five-year tax exemption is at the discretion of the City Council.



**Recommendations/Actions:** It is recommended that the City Council approve the second five-year tax exemption.

**Attachments:** None

City of Wichita  
City Council Meeting  
October 6, 2015

**TO:** Mayor and City Council

**SUBJECT:** Substantial Amendment to the 2015-2016 Second Program Year Action Plan

**INITIATED BY:** Housing and Community Services Department

**AGENDA:** New Business

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**Recommendation:** Close the public hearing, confirm the contents of the substantial amendment to the 2015-16 Second Program Year Action Plan, authorize the submission of the substantial amendment to the U.S. Department of Housing and Urban Development, and authorize the necessary requests for bids/proposals, funding agreements, and signatures.

**Background:** Wichita is recognized as an “entitlement” city by the U.S. Department of Housing and Urban Development (HUD). This is based on a federal formula which considers total population, the number of persons below the poverty level, the number of overcrowded housing units, the age of housing and the population growth lag. As such, the City receives Community Development Block Grant (CDBG), HOME Investment Partnerships and Emergency Solutions Grant funding. The City is required to develop a five-year consolidated plan, and to submit one-year action plans for each of the five years.

On May 5, 2015, the City Council approved the 2015-2016 Second Program Year Annual Action plan for the annual allocation of CDBG funds. Due to the receipt of program income and unexpended funds recaptured from prior year activities, there are additional funds available to program. A substantial amendment to the 2015-2016 annual action plan was prepared to identify eligible projects to be funded with additional unallocated funds.

On September 1, 2015, City Council opened a 30-day comment period for the proposed substantial amendment to the 2015-16 Second Program Year Action Plan. Accordingly, the amendment was advertised and distributed for public review. On September 22, 2015, a City Council workshop was conducted concerning the proposed amendment, with an opportunity for public input.

**Analysis:** The proposed substantial amendment includes \$1,390,000 for park projects, bike path extensions, and sidewalks and streets; \$280,000 for Housing and Community Service Department (HCSD) program enhancements; \$31,794 for program administration costs; \$460,061 in revolving fund transfers; and additions and revisions to language contained in various sections of the action plan to better clarify plans and assure compliance with federal regulations. Following is a summary of the amendment which was presented for public comment.

**Sidewalk and Street Improvements:**

- Provide \$75,000 for sidewalk improvements in a low-income residential area
- Provide \$115,000 for the completion of street improvements

Housing and Community Service Department (HCSD) program enhancements:

- Increase the Home Improvement Loan program by \$30,000 to serve 10 income-eligible homeowners
- Provide \$50,000 for dangerous building demolition for five HOME-funded projects
- Provide \$100,000 down payment assistance for five income-eligible first-time homebuyers
- Provide \$100,000 for code enforcement and compliance activities

Program Administration technical adjustment:

- Increase funding for Program Administration by \$31,794 for indirect costs

Revolving Fund Transfers:

- Transfer \$150,000 from the Historic Revolving Loan program to be available for CDBG-eligible activities, leaving a balance of \$131,000 for the Historic Loan program.
- Transfer \$91,183 from Direct Revolving Loan activities for other CDBG-eligible uses and eliminate the Direct Revolving Loan program
- Transfer \$218,878 from the Rental Rehab Revolving Loan activities for other CDBG-eligible uses and continue the program with \$100,000 in remaining funds

Proposed Wichita Housing Authority Park improvements:

- Provide \$250,000 for Wichita Housing Authority Ash Park improvement

Proposed Park improvements:

- Provide \$100,000 for improvements at Fairmount Park

Proposed new Pedestrian and Bike Path Extensions:

- Provide \$400,000 for construction of a Green Street Bikeway
- Provide \$150,000 for a pedestrian crossing at 9<sup>th</sup> and McLean
- Provide \$300,000 for construction of bikeways on Market and Topeka streets

Technical Language Adjustments:

- Revise language in the Consultation Process and Emergency Solutions Grant (ESG) standards
- Revise the narrative related to Affirmatively Furthering Fair Housing for consistency with new rules and guidance
- Revise the narrative to better describe contract monitoring and risk assessment process for consistency with new rules and guidance
- Revise the narrative to include plans to issue a Request for Proposals (RFP) for educational activities on fair housing during community development month

During the 30-day comment period, seven written comments were received in support of the proposed bicycle and pedestrian plan projects. No other comments were received.

Subsequent to the preparation and distribution of the Substantial Amendment for comment, staff presented a Comprehensive Housing Policy to the City Council. The Policy and Substantial Amendment were presented in a workshop on September 22. Council suggested that a modification of the Substantial Amendment could provide maximum flexibility to begin implementation of strategies identified in the Comprehensive Housing Policy.

Following those discussions, staff prepared a detailed summary of each substantial amendment item that has a budget implication. The summary is attached and presented to provide a framework to prioritize the Substantial Amendment projects as they relate to the proposed Comprehensive Housing Policy and also ensure a timely expenditure of funds. Lower priority projects may be considered for funding in the development of the 2016-2017 Annual Action Plan.

**Financial Consideration:** There is no impact to the General Fund as a result of this action.

**Legal Consideration:** The Law Department has approved the substantial amendment as to form.

**Recommendation/Actions:** It is recommended that the City Council close the public hearing, confirm the contents of the substantial amendment to the 2015-16 Second Program Year Action Plan, authorize the submission of the substantial amendment to the U.S. Department of Housing and Urban Development, and authorize the necessary requests for bids/proposals, funding agreements, and signatures.

**Attachments:**

Allocation spreadsheet

Substantial amendment detailed summary

2015-2016 COUNCIL ALLOCATION , Proposed Amendment 10-06-15									
COMMUNITY DEVELOPMENT BLOCK GRANT Capital Projects/Demolition		2012-13 COUNCIL ALLOCATION		2013-14 COUNCIL ALLOCATION		2014-15 COUNCIL ALLOCATION		2015-16 COUNCIL ALLOCATION	
								2015-16 AMENDMENT PROPOSED	
<b>Public Works &amp; Utilities</b>		\$75,000	*	\$75,000	*	\$0	*	\$0	\$0 *
-Street or Sidewalk Repair		\$75,000	*	\$75,000	*	\$0		\$0	
<b>Metropolitan Area Building &amp; Construction Department</b>		\$100,000		\$90,000		\$0		\$0	\$0
-Demolition and Clearance of Dangerous and Unsafe Buildings									
<b>Total - Capital Projects</b>		<b>\$175,000</b>		<b>\$165,000</b>		<b>\$0</b>		<b>\$0</b>	<b>\$0</b>
*This amount from prior year unallocated funds									
COMMUNITY DEVELOPMENT BLOCK GRANT Housing Activities		2012-13 COUNCIL ALLOCATION		2013-14 COUNCIL ALLOCATION		2014-15 COUNCIL ALLOCATION		2015-16 COUNCIL ALLOCATION	
								2015-16 AMENDMENT PROPOSED	
Neighborhood Clean-ups		\$50,000		\$19,420		\$0		\$0	\$0
<b>Home Improvement Program Services</b>									
- Staff and Administration: Responsible for the application process, eligibility determination, inspections, preparation of specifications, document preparation, accounts payable functions, internal cost estimates, and lead-based paint clearance inspections for all CDBG-funded Home Repair Program activities, as well as site inspections for HOME-funded and ESG-funded housing activities. Administers existing revolving loan programs, including the Historic Revolving Loan Program, the Historic Deferred Loan Program, the Home Improvement Loan Program, and the Rental Rehabilitation Program. including the servicing functions related to over 5,000 loans in the existing loan portfolio.		\$369,091		\$369,091		\$389,000		\$389,000	\$389,000
- Home Repair		\$546,222		\$758,984		\$753,000		\$740,251	\$740,251 *
- Demolition activities related to HOME									\$50,000 **
- Down Payment Assistance									\$100,000 **
- Home Improvement Loan Program									\$30,000 **
- MABCD Code Enforcement Activities									\$100,000 **
- Rental Housing Loan Program		\$0		\$0		\$0		\$0	\$0
<b>Total - Housing Projects</b>		<b>\$965,313</b>		<b>\$1,147,495</b>		<b>\$1,142,000</b>		<b>\$1,129,251</b>	<b>\$1,409,251 ***</b>
* This amount includes \$44,661 unallocated from prior year funds									
**This amount from prior year funds									
***This amount includes \$324,661 from prior year funds									
COMMUNITY DEVELOPMENT BLOCK GRANT Neighborhood Stabilization		2012-13 COUNCIL ALLOCATION		2013-14 COUNCIL ALLOCATION		2014-15 COUNCIL ALLOCATION		2015-16 COUNCIL ALLOCATION	
								2015-16 AMENDMENT PROPOSED	
<b>Funds Available for Reallocation</b>		\$0		\$0		\$532,020	*	\$0	\$540,000 8
- DI Glen Dey Park Improvements						\$50,000			
- DI Sidewalk Replacements						\$35,000			\$75,000
- DIII Friendship Park Improvements						\$80,000			
- WHA Ash Park Improvements						\$0			\$250,000
- Fairmount Park Improvements						\$0			\$100,000
- DIV Street Paving						\$367,020			\$115,000
<b>Total - Neighborhood Initiatives</b>		<b>\$0</b>		<b>\$0</b>		<b>\$532,020</b>	*	<b>\$0</b>	<b>\$540,000</b> *
*This amount from prior year unallocated funds									

**CITY OF WICHITA SUBSTANTIAL AMENDMENT TO THE 2015-2016 ANNUAL ACTION PLAN**  
**DETAILED PROJECT DESCRIPTIONS**

<b>Sidewalk and Street Improvements - This funding will complete existing projects, could be completed by May 1, 2016 and are consistent with Neighborhood Stability Strategies.</b>				
<b>PROJECT</b>	<b>AMOUNT</b>	<b>DESCRIPTION</b>	<b>RATIONALE</b>	<b>IMPACT OF DELAY</b>
Sidewalk improvements	\$75,000	This will complete the 11 <sup>th</sup> Street Sidewalk Project from Grove to Hillside. It will provide a safe walking surface for youth attending Spaght Elementary; it also supports the Habitat for Humanity Rock the Block housing initiative.	Housing Policy – Availability, Page 60 Completion of CDBG-funded project	Cuts short the impact of the current investment
Street improvements	\$115,000	This will fill a construction gap to address unanticipated drainage issues for Dora and Everett street improvements	Completion of CDBG-funded project	Funds will have to be identified elsewhere to address the drainage issues.
<b>HCSD Program Enhancements – This funding will provide additional resources for existing and proposed housing strategies. Depending on program opportunities and participation, these funds may be expended by May 1, 2016.</b>				
<b>PROJECT</b>	<b>AMOUNT</b>	<b>DESCRIPTION</b>	<b>RATIONALE</b>	<b>IMPACT OF DELAY</b>
Increase Home Improvement Loan program	\$30,000	This will increase funding to a program which lowers the interest rate for home owners seeking conventional financing for home repairs	Housing Policy – Availability, Page 60	Homeowners will have to wait longer (until the next budget year) to benefit from the interest rate reduction.
Provide funding for dangerous building demolition	\$50,000	Funds will clear land so that HOME funding can be used to construct new housing	Housing Policy - Availability, Page 60	Fewer homes will be built using only HOME funds for demolition, clearance and re-construction.
Provide down payment assistance	\$100,000	This will assist five additional families to address the fact that the program runs out of money 6-9 months into the program year	Housing Policy – Affordability, page 59 Neighborhood Stability, Page 61	The five families who would be assisted will not receive help during the current fiscal year.

Provide funding for code enforcement and compliance	\$100,000	This will fund a position with benefits and resources necessary to connect low income homeowners without resources, with community resources to help with repairs	Housing Policy – Availability, Page 60	Homeowners who need someone to help them identify resources, will have to do so on their own and risk being taken back to court for failure to correct the code violations.
<b>Program Administration - This is necessary to meet requirements of the City's cost allocation plan.</b>				
<b>PROJECT</b>	<b>AMOUNT</b>	<b>DESCRIPTION</b>	<b>RATIONALE</b>	<b>IMPACT OF DELAY</b>
Increase funding to the 20% cap	\$31,794	This will provide funding needed to meet increased indirect costs	The indirect cost rate varies from year to year and is determined by formula applied to department transactions.	Another line item in program administration will need to be reduced. Options include salaries, Fair Housing and Environmental Reviews.
<b>Revolving Fund Transfers - This will provide flexibility for the City Council in the future allocation of CDBG funds.</b>				
<b>PROJECT</b>	<b>AMOUNT</b>	<b>DESCRIPTION</b>	<b>RATIONALE</b>	<b>IMPACT OF DELAY</b>
Historic Revolving Loan	\$150,000	Demand for program has declined	Funds that haven't been accessed remain restricted for the original use. Transfer will make funds available for other eligible uses.	Action will have to be taken in another annual plan or substantial amendment.
Direct Revolving Loan	\$91,183	Demand for program has declined	Funds that haven't been accessed remain restricted for the original use. Transfer will make funds available for other eligible uses.	Action will have to be taken in another annual plan or substantial amendment.
Rental Rehab Revolving Loan	\$218,878	Demand for program has declined	Funds that haven't been accessed remain restricted for the original use. Transfer will make funds available for other eligible uses.	Action will have to be taken in another annual plan or substantial amendment.

<b>Proposed Park Improvements – This funding will provide resources to address safety and security enhancements in designated parks. The entire funding may not be fully expended by May 1, 2016. This aligns with current and proposed strategies.</b>				
<b>PROJECT</b>	<b>AMOUNT</b>	<b>DESCRIPTION</b>	<b>RATIONALE</b>	<b>IMPACT OF DELAY</b>
Wichita Housing Authority Park Improvements	\$250,000	This will fund demolition of existing park structures cited in a recent HUD inspection, and provide for design and re-construction based on neighborhood input	Compliance – this action will resolve a HUD finding Housing Policy – Neighborhood Stability, Page 61	Housing Authority will have to identify funds in the Capital Fund and modify the Capital Fund budget.
Fairmount Park Improvements	\$100,000	This will provide support for safety enhancements identified by neighborhood and City staff teams	Housing Policy – Neighborhood Stability, Page 61	Improvements will be limited to the current budget.
<b>Proposed Pedestrian Bike Path Improvements - These projects would enhance the bike and pedestrian network, and serve residents in income-eligible neighborhoods. Alternative funding sources may be available for implementation of these projects, which are lower priorities in the Housing Policy.</b>				
<b>PROJECT</b>	<b>AMOUNT</b>	<b>DESCRIPTION</b>	<b>RATIONALE</b>	<b>IMPACT OF DELAY</b>
Green Street Bikeway	\$400,000	This will construct a bikeway from Central to Atwater City Hall and WSU	This will speed up development of this phase of the bikeway.	This phase of the project will be delayed until another funding source can be identified. Currently funded phases can proceed.
Pedestrian Crossing	\$150,000	This will construct a crosswalk at 9 <sup>th</sup> and McLean (near a WHA high rise)	This provides safer access for area residents to existing bike and walking paths.	This project will be delayed until another funding source can be identified.
Bikeways on Market and Topeka	\$300,000	This would provide a connection south of Kellogg to an existing project north of Kellogg	Speed up construction of this phase of the bikeway.	This phase of the project will be delayed until another funding source can be identified. Currently funded phases can proceed.



City of Wichita  
City Council Meeting  
October 6, 2015

**TO:** Mayor and City Council

**SUBJECT:** Ordinance Amendment Repealing Section 2.12.1026 of the Code of the City of Wichita and Creating Chapter 3.70 Regarding Cemeteries (All Districts)

**INITIATED BY:** Department of Park and Recreation

**AGENDA:** New Business

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**Recommendation:** Place the ordinance on first reading.

**Background:** Section 2.12.1026 of the city code provides that fees for interment and monument placement at City managed cemeteries, Highland and Jamesburg are to be established by resolution. The current pricing being assessed is far below the actual cost the City incurs for this service. The City is unable to secure a contract for these services due to the limited number of vendors and demand for its services.

**Analysis:** The amendment creates Chapter 3.70 and repeals Section 2.12.1026 regarding permit requirements. Fees will pass through from the vendor to the customer with the addition of a \$25 administrative fee to be deposited into the Cemetery Trust Fund for ongoing maintenance of cemeteries. Monument placement fees remain at \$50. The amendments apply the ordinances to any cemetery under the management and control of the City instead of naming Highland and Jamesburg specifically. This will allow the ordinance to apply to any future cemeteries which come under control of the City without further amendment. The proposed ordinance establishes the interment, monument and administrative fees and supersedes prior ordinances and/or resolutions.

**Financial Consideration:** The \$25 administrative fee will generate approximately \$1,000 each year to be deposited into the Cemetery Trust Fund for ongoing maintenance of cemeteries.

**Legal Consideration:** The Law Department has prepared and approved as to form the proposed ordinance amendment.

**Recommendation/Actions:** It is recommended that the City Council place the ordinance on first reading and authorize the necessary signatures.

**Attachment:** Ordinance

First Published in The Wichita Eagle on \_\_\_\_\_

05/28/15

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE CREATING CHAPTER 3.70 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO PERMIT USE FEES FOR CEMETERIES UNDER THE MANAGEMENT AND CONTROL OF THE CITY OF WICHITA AND REPEALING THE ORIGINAL OF SECTION 2.12.1026 OF THE CODE OF THE CITY OF WICHITA, KANSAS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Section 3.70.010 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

**“Cemetery Interment Permit Required.** It is unlawful for any person, whether as principal, officer, agent, servant or employee to inter the remains or cremains of any person in a cemetery under the management and control of the City without first having applied for and obtained an interment permit from the City Treasurer.”

SECTION 2. Section 3.70.020 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

**“Monument Permit Required.** It is unlawful for any person, whether as principal, officer, agent, servant or employee to place any monument marker or memorial on a grave site in a cemetery under the management and control of the City without first having applied for and obtained a monument permit from the City Treasurer.”

SECTION 3. Section 3.70.030 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

**“Disinterment Permit Required.** It is unlawful for any person, whether as principal, officer, agent, servant or employee to reopen a grave to disinter the remains of any person in a cemetery under the management and control of the City without first having applied for and obtained a disinterment permit from the City Treasurer.”

SECTION 4. Section 3.70.040 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

**“Fees.** The fees for interment or disinterment permits shall be in an amount equal to that charged to the City by the contractor performing the service of opening and closing a grave or reopening and closing a grave. The fee for a monument permit shall be in the amount of \$50.00. In addition, an administrative fee of \$25.00 shall be charged for any permit issued pursuant to this section.

Fees collected for interment and disinterment permits are to be applied to the expense of opening and closing of grave sites and the administrative costs of the City. The additional administrative fees collected are to be deposited into the City’s Cemetery Fund and shall be used to maintain, care for and improve the cemeteries under the management and control of the City.”

SECTION 5. Section 3.70.050 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

**“Penalties.** Any person violating any of the provisions of this chapter shall be guilty of a misdemeanor and shall be punished by a fine not to exceed \$500.”

SECTION 6. The original of Section 2.12.1026 of the Code of the City of Wichita, Kansas, is hereby repealed. This ordinance shall also supersede any prior ordinances and/or resolutions now in effect pertaining to permit use fees for cemeteries under the management and control of the City of Wichita.

SECTION 7. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Jeff Longwell, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk


Approved as to Form:

\_\_\_\_\_  
Jennifer Magaña  
City Attorney and Director of Law

City of Wichita  
City Council Meeting  
October 6, 2015

**TO:** Mayor and City Council

**SUBJECT:** Memorandum of Understanding and Supplemental Agreement No.1 for New Central Library Architectural Services (District VI)

**INITIATED BY:** Wichita Public Library 

**AGENDA:** New Business

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**Recommendation:** Approve the Memorandum of Understanding and Supplemental Agreement No. 1.

**Background:** On May 13, 2014, the City Council approved an agreement with GLMV Architects (GLMV) for architectural, engineering and special consultant services for a proposed new Central Library. At that time, the City Council authorized completion of schematic design and preliminary design development with remaining agreement phases requiring additional City Council authorization prior to implementation. On January 13, 2015, the City Council approved a funding agreement with the Wichita Public Library Foundation (Library Foundation) and authorized completion of design and construction documents for the proposed new facility as outlined in the GLMV services agreement.

As part of a capital campaign to support enhancement of the proposed new library, the Library Foundation has obtained a \$3,000,000 pledge from the Dwane L. and Velma Lunt Wallace Charitable Foundation restricted for expansion of the Children's and Research Pavilions of the proposed new building. This gift is part of a larger \$8,000,000 campaign which has raised more than \$4,400,000 to date in gifts and pledges.

**Analysis:** A proposed Memorandum of Understanding between the City and the Library Foundation outlines the purpose of the \$3,000,000 gift and terms of payment by the Foundation to the City. Supplemental Agreement No. 1 to the 2014 GLMV agreement authorizes design work and construction documents for the expanded spaces in the Children's and Research Pavilions of the proposed facility.

The gift will allow the proposed new facility to be expanded approximately 10,000 square feet to be divided equally between the first and second floors. All costs related to the expansion, from design and construction documents through the purchase of furnishings and fixtures, will be funded by the pledge.

Expanding the Children's Pavilion will enable the Library to better serve larger groups of children and their families through additional technology and interactive learning centers supporting school readiness, literacy development and STEAM (Science, Technology, Engineering, Art and Math) learning activities. Pavilion features, furnishings and programming will incorporate seven styles of learning including: (1) verbal – use of speech and words; (2) aural – use of sound and music; (3) visual – use of pictures and images; (4) physical – use of touch; (5) logical – use of reasoning; (6) solitary – use of self-study; and (7) social – use of group study. Incorporation of the seven styles will ensure that every child's most successful learning methods can be fulfilled by the Children's Pavilion.

Expanding the Children's Pavilion will help the Library achieve its goal of creating young readers through support of the following community impacts:

1. Increased reading and school readiness for pre-school children;
2. Increased rates of grade level reading among elementary aged students; and
3. Reduced summer learning loss by involving children in robust summer reading programs and activities within the Children's Pavilion.

Each of these impacts is directly related to student achievement and academic success.

Expanding the Research Pavilion will enable the Library to grow and better display what is already the largest public library collection of genealogy and regional historical reference materials in Kansas. In recent years, interest in family history research has grown to one of the most popular hobbies in the United States. Local evidence would seem to support this, as researchers from a majority of U.S. states visit Wichita's Central Library each year to do genealogy research.

Also housed in this Research Pavilion will be one of the nation's largest public library stereoscope collections, over 7,000 photographs of Wichita from its earliest days to the present, silver from the U.S.S. Wichita, and numerous smaller collections of historical records and artifacts from the City of Wichita and area civic organizations. Expansion of the Research Pavilion will allow for the creation of a rare materials vault to ensure that these unique materials are maintained in appropriate archival conditions. The added space will also include a new area where digitization of local records can be completed as part of a long-term plan to improve accessibility to these research materials.

Expanding the Research Pavilion will impact the community in these ways:

1. Increased opportunities for Wichitans to complete family history research;
2. Improved opportunities for Wichita's history to be shared through displays from the Library's historical collections;
3. Larger research collections to attract researchers from across the nation, contributing to area tourism initiatives.

**Financial Considerations:** Payment to GLMV for services to be provided through Supplemental Agreement No. 1 is not to exceed \$200,000 in architectural and engineering fees, including reimbursable expenses. The Supplemental Agreement also authorizes fees not to exceed \$63,000 for services during bid and construction phases if the City moves forward with building construction. The Memorandum of Understanding between the City and Library Foundation affirms that the Library Foundation will provide reimbursement for the \$200,000 upon completion of construction documents. All costs for construction and furnishing of the expanded space, including the \$63,000 in fees will be funded by the remaining \$2,800,000 of pledged funds to be reimbursed to the City by the Library Foundation beginning in 2017.

The 2015-2024 Adopted Capital Improvement Program includes \$30,000,000 in 2016-2017 for this project.

**Legal Considerations:** The Law Department has reviewed and approved the Memorandum of Understanding with the Library Foundation and the corresponding Supplemental Agreement No. 1 with GLMV Architects as to form.

**Recommendation/Action:** It is recommended that the City Council approve the Memorandum of Understanding with the Wichita Public Library Foundation and Supplemental Agreement No. 1 with GLMV Architects and authorize the necessary signatures.

**Attachments:** Memorandum of Understanding and Supplemental Agreement No. 1

## **MEMORANDUM OF UNDERSTANDING**

**THIS MEMORANDUM OF UNDERSTANDING (MOU)** is entered into on this \_\_\_\_\_ between the **WICHITA PUBLIC LIBRARY FOUNDATION**, a Kansas Not-for-Profit Corporation (Foundation) and the **CITY OF WICHITA**, a Kansas Municipal Corporation (City) regarding the construction of a new central library facility located at the intersection of Sycamore and West Second Street in Wichita, Kansas.

WHEREAS, the Foundation has initiated a fundraising campaign to procure funding for enhancement of the new central library facility; and

WHEREAS, it is the intent of the City and the Foundation to work together in cooperation and partnership with each other toward the completion of the new central library facility; and

WHEREAS, the Foundation has been successful in obtaining a three million dollar (\$3,000,000) pledge to be used to expand the Children's and Research (Special Collections) Pavilion areas of the new central library facility.

### **AGREEMENT**

NOW, THEREFORE, for the reasons and consideration of the conditions, covenants and agreements set forth below, Foundation and the City agree as follows:

1. Relationship between the Parties. The parties agree that the relationship of the parties is between two separate and independent entities. There is not a joint venture, partnership, employer/employee or principle/agent relationship.
2. Project Financing. The parties agree that all direct costs associated with the preparation of design work and construction drawings for the expansion of the Children's and

Research Pavilion areas of the new central library facility will be funded by the City from CIP funds, and that the Foundation will reimburse the City on a schedule set forth in this document.

3. Scope of Agreement.

City's Responsibilities:

- a. City agrees to provide for the payment of design work and preparation of construction documents for the new central library facility from Capital Improvement Plan funding already initiated for that purpose. This work is to be completed by the design team already contracted for that purpose.
- b. City agrees to provide for the payment of additional design work and preparation of construction documents as needed for the expanded areas of the new central library facility not included in the original plan, and funded by the three million dollar (\$3,000,000) pledge obtained by the Foundation. The parties agree that reimbursement to the City by the Foundation for the additional design work and documentation preparation described in section 4. b. is an absolute obligation. This pledge payment for additional design work and preparation of construction documents is not contingent upon the City Council vote on construction funding.
- c. City agrees to allow the Foundation the right to review and verify all financial statements, bills and invoices regarding the design work and preparation of construction drawings for the new central library facility.
- d. If City Council votes to proceed with construction of the new central library, City agrees to include the additional space to the building as is funded by the three million dollar (\$3,000,000) gift.



Foundation's Responsibilities:

- a. The Foundation agrees to diligently work with donor to ensure that pledge payments are received on schedule over the term of the gift agreement.
- b. The Foundation agrees to provide the City reimbursement of \$200,000 for costs related to additional design work and construction documents completed for the expanded areas of the new Library. Payment of this pledge is due upon completion of these documents.
- c. If City Council votes to proceed with construction of the new central library, the Foundation agrees to provide the City reimbursement from pledged funds in the additional amount of one hundred thousand dollars (\$100,000) no later than June 30, 2017. The Foundation will make subsequent payments to the City in the amount of three hundred thousand dollars (\$300,000) per year for a period of nine additional years on an annual basis through June 30, 2026.
- d. The Foundation may make advance payments toward this cumulative pledge obligation as funds may be available. Credit for prepayment shall be given without penalty. Payments in arrears are not authorized.

4. Dispute Resolution and Governing Law. The parties agree to undertake a mediated resolution of any dispute between the parties prior to utilizing any other remedies that are available at law. The law of the State of Kansas shall govern this Agreement, and venue shall lie in the Eighteenth Judicial District Court, Sedgwick County, Kansas.

5. Indemnification. To the extent allowed by the Kansas Tort Claims Act, the parties each agree to indemnify and hold harmless the other, its governing board or body, officers, agents and employees against any and all claims, damage, liability, injury, expense, demands, causes of action, or judgments arising out of or resulting from the negligent acts of its officers, agents or employees. In the event such loss is proximately caused by the acts of one or both of the parties and their officers, agents or employees, each shall be responsible for its proportionate share of claimant's damages.

6. Assignment and novation. The parties agree that this MOU may be assigned with the prior approval of both parties hereto, but not otherwise, and that such assignment shall relieve assigning party of all responsibility and liability hereunder for future acts pursuant hereto.

7. Complete Agreement. The parties agree that this MOU constitutes the entire agreement of the parties and that no prior agreement or representations, oral or written, shall be binding or of any effect regarding future phases of the new central library facility project. Further, this MOU may not be amended, modified, altered or enlarged except in a writing signed by the duly authorized representatives of the parties hereto, their successors or assigns.

8. Agreement Binding. The parties agree that this MOU shall be binding upon the successors and legal representatives of the parties hereto.

9. Notices. All notices with respect to this MOU shall be given by first-class mail or hand-delivery to the parties as follows:

City

Robert L. Layton  
City Manager  
City Hall – 13<sup>th</sup> Floor  
455 N. Main  
Wichita, Kansas 67202

Foundation

Don Barry  
President  
Wichita Public Library Foundation  
223 S. Main  
Wichita, Kansas 67202

10. Severability. If any term, provision, covenant or condition of this MOU is ruled invalid, void or unenforceable by a court of competent jurisdiction, this MOU will nevertheless remain in full force and effect as to all remaining terms, provisions, covenants and conditions hereof.

11. Disposition of Improvements to Structure and Use of Structure. All real estate improvements developed through use of the design and construction documents described herein and made a part of this project, and all personal property described or forecast as part of such documents that may be later incorporated into the project shall be and remain the property of the City of Wichita.

12. Non-discrimination. The parties shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements incorporated herein by reference.

13. Cash Basis and Budget Laws. This MOU is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113) and the Budget Law (K.S.A. 79-2935) of the State of Kansas, and shall be construed and interpreted in such a manner as to ensure the parties shall at all times remain in conformity with such laws.

CITY OF WICHITA

WICHITA PUBLIC LIBRARY FOUNDATION

\_\_\_\_\_  
Jeff Longwell, Mayor

\_\_\_\_\_  
Don Barry, President

Approved as to Form:

ATTEST:

\_\_\_\_\_  
Jennifer Magana, City Attorney and  
Director of Law

\_\_\_\_\_  
Karen Sublett, City Clerk

**SUPPLEMENTAL AGREEMENT NO. 1  
CONTRACT FOR ARCHITECTURAL, ENGINEERING  
AND SPECIAL ARCHITECT SERVICES FOR  
NEW WICHITA PUBLIC LIBRARY FACILITY**

THIS SUPPLEMENTAL AGREEMENT No. 1, made and entered into this 6th day of October, 2015,

BY AND BETWEEN

THE CITY OF WICHITA, KANSAS,  
A Municipal Corporation, hereinafter  
referred to as "**CITY**"

AND

GLMV ARCHITECTURE, INC.  
hereinafter referred to as  
"**ARCHITECT**"

WHEREAS, the **CITY** and **ARCHITECT** entered into an Agreement, dated May 13, 2014, "Agreement for Professional Services for Architectural, Engineering and Special Consultant Services for New Wichita Public Library Facility", hereinafter referred to as the "AGREEMENT"; and

WHEREAS, the Wichita Public Library Foundation, hereinafter referred to as "**FOUNDATION**" has been charged with fundraising to assist with a margin of excellence for the construction and furnishing of the new Wichita Public Library Facility currently being designed; and

WHEREAS, the **FOUNDATION** has been successful in soliciting a donation of \$3,000,000 to expand the size of the Children's and Research Pavilions of the proposed new Library Facility; and

WHEREAS, a Memorandum of Understanding has been established between the **CITY** and **FOUNDATION** for purposes of providing payment from **FOUNDATION** to **CITY** for expansion of this space; and

WHEREAS, the **CITY** desires to amend the **AGREEMENT** to include additional services related to the SCOPE OF SERVICES as provided for in the ADDITIONAL SERVICES section of EXHIBIT A of said **AGREEMENT**; the amended agreement is hereinafter referred to as "SUPPLEMENTAL AGREEMENT No. 1".

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. The **AGREEMENT** is amended to include the following supplemental provisions:

**A. SCOPE OF SUPPLEMENTAL SERVICES:**

**CITY** authorizes **ARCHITECT** to complete design work and construction documents for a building which includes expanded space approximating a total of 10,000 s.f. in the Children's and Research Pavilions. The cost of the expanded space, inclusive of Architectural and Engineering Fees including Reimbursable Expenses, construction, fabrication, furniture, furnishings and equipment (FF&E), shall not exceed \$3,000,000 which shall increase the overall project budget identified in the SCOPE OF SERVICES in EXHIBIT A to \$33,000,000. The Architectural and Engineering Fees plus Reimbursable Expenses component of this increased SCOPE OF SERVICES shall not exceed \$200,000.

**B. PAYMENT FOR SUPPLEMENTAL SERVICES:**

For all professional services as identified in SCOPE OF SUPPLEMENTAL SERVICES above, **CITY**, through a separate agreement with the **FOUNDATION** has arranged for payment of the increase in the Architectural and Engineering Fees, including Reimbursable Expenses as outlined in Parts B and C, Construction Documents Phase of the initial agreement. The Supplemental Services shall not exceed \$200,000 dollars.

For all professional services as identified in SCOPE OF SUPPLEMENTAL SERVICES above, **CITY**, through a separate agreement with the **FOUNDATION**, will arrange for an increase in the Architectural and Engineering Fees, including Reimbursable Expenses as outlined in Part D, Bid and Construction Phase of the initial agreement, if City elects to proceed with Part D. The Supplemental Services, if needed, shall not exceed \$63,000 dollars.

Charges authorized in the changes to the aforementioned sections will be funded through a \$3,000,000 funding commitment of **FOUNDATION** on terms outlined in a Memorandum of Understanding between **FOUNDATION** and **CITY**.

**C. TIME OF COMPLETION OF SUPPLEMENTAL SERVICES:**

**ARCHITECT** agrees to provide its services in support of and in coordination with the project schedule and to not unnecessarily hamper or delay the progress of the project when performing duties as instructed/requested by the **CITY** and/or the Project Steering Committee.

**ARCHITECT** is currently authorized to complete work through Part C of the original agreement. Activity on Part D, Bid and Construction Phase shall not begin without explicit approval of **CITY**.

**ARCHITECT** shall not be eligible for payments under services for Bid and Construction, Part D, Section C of the original agreement and no such work is authorized by this supplemental agreement. Such authorization will only be granted by a separate notice to proceed document that is specific to Part D of the original agreement.

- 2. **CITY**, either directly or through the Project Committee, agrees to cooperate with **ARCHITECT** in considering recommendations, documents, drawings and data submitted and to make necessary decisions promptly to facilitate the progress of the project in compliance with the Project Schedule, and **CITY** agrees to furnish promptly to **ARCHITECT** upon written request any approvals and instructions required to be given by **CITY** to **ARCHITECT** under the terms of the **AGREEMENT**. This section shall not be interpreted to allow **ARCHITECT** to direct the speed at which the governing body of **CITY** makes the policy and financial decisions necessary to commit to Part D of the original agreement, or the ultimate result of those decisions by the governing body.
- 3. In all other respects, the terms and provisions of the May 13, 2014 Agreement, between the parties hereto shall remain in force and effect as the same were originally approved by the parties.

IN TESTIMONY WHEREOF, the parties hereto have executed this SUPPLEMENTAL AGREEMENT the day and year first above written.

CITY OF WICHITA, KANSAS

\_\_\_\_\_  
Jeff Longwell  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Karen Sublett  
City Clerk

\_\_\_\_\_  
Jennifer Magana  
City Attorney and Director of Law

ATTEST:

GLMV ARCHITECTURE, INC.

\_\_\_\_\_  
Angela Long

by \_\_\_\_\_  
Tom P. Montgomery, AIA, Vice President

**City of Wichita  
City Council Meeting  
October 6, 2015**

**TO:** Mayor and City Council Members

**SUBJECT:** McAdams Field Improvements (District I)

**INITIATED BY:** Department of Park and Recreation

**AGENDA:** New Business

---

**Recommendations:** Adopt the bonding resolution and authorize initiation of the project.

**Background:** League 42, a grassroots effort to give any child the chance to play baseball in Wichita, was formed in 2013 and continues to grow and gain support for its league at McAdams Park. Last year the league had 16 teams with 220 players. The size of League 42 has almost doubled since then with the program hosting 29 teams of more than 400 players who range in age from 5 to 14. Players are provided a glove, a bat, baseballs, helmets and catcher's gear. Clinics and field trips are also offered to further engage and educate the youth. Thanks to generous donors and volunteers, seasonal fees are able to be capped at \$30 per family. This allows all interested youth the ability to participate.

It is anticipated that League 42 will continue to grow in future years as more families become familiar with the program. McAdams Park was chosen by League 42 because of its existing ball fields, central location and proximity to youth who would benefit from the program.

**Analysis:** McAdams Park currently has two baseball fields and a small concession/restroom building. These facilities are more than 30 years old and in need of renovation. League 42 is also rapidly outgrowing the existing site due to the continued growth of the program. Additional fields, parking, restrooms and concession facilities will be necessary to accommodate the growing number of teams and their families.

The 2015-2024 Adopted Capital Improvement Program includes funding over several years to renovate and expand the facilities at McAdams Park. A preliminary plan has been prepared that proposes two new baseball diamonds along with additional parking, restroom and concession facilities adjacent to the existing ball fields.

Based on discussion between the City and League 42, the third baseball field is the top priority. League 42 requests that the field be constructed of artificial turf. The artificial turf will reduce weather delays and provide a quality field of play. It will help to promote continued participation, as well as public and private investment in the League 42 program. The new field will allow more teams to play simultaneously, relieving scheduling issues.

It will be followed by the restroom/concession building and other improvements as funding allows.

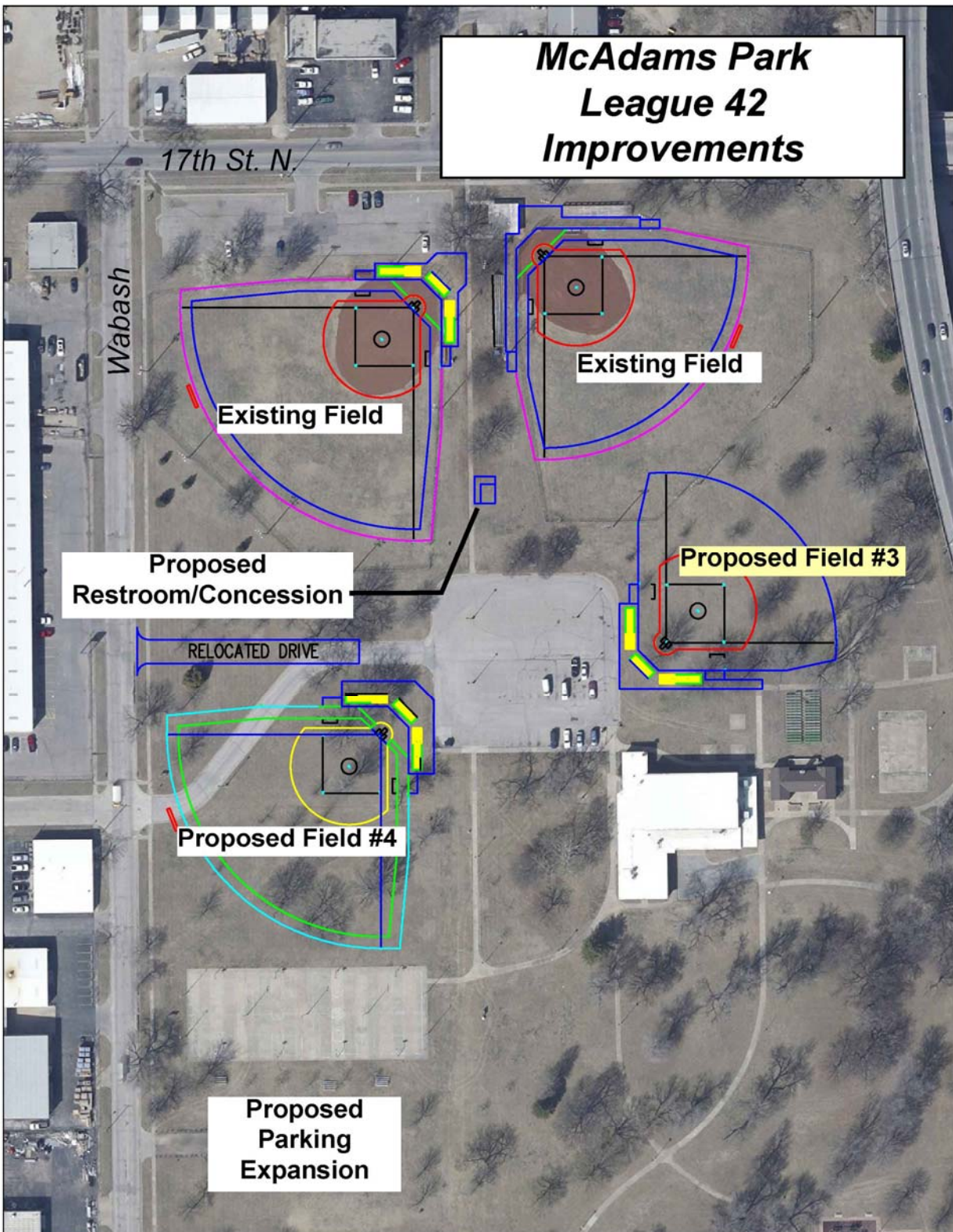
**Financial Considerations:** The 2015-2024 Adopted Capital Improvement Program contains \$500,000 in 2016 for McAdams Fields improvements. The funding source for this project is general obligation bonds.

**Legal Considerations:** The Law Department has reviewed and approved the bonding resolution as to form.



**Recommendation/Actions:** It is recommended that the City Council 1) adopt the bonding resolution, 2) authorize initiation of the project and 3) authorize all necessary signatures.

**Attachments:** Site plan, bonding resolution.





**RESOLUTION NO. 15-319**

**A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF PUBLIC PARK IMPROVEMENTS.**

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**WHEREAS**, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the City Council (the “Governing Body”) of the City has heretofore, pursuant to K.S.A. 13-1346, created the Wichita Board of Park Commissioners (the “Board”); and

**WHEREAS**, the Governing Body is authorized, pursuant to K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City (the “Act”) to issue general obligation bonds of the City without an election for the purpose of paying for the construction, purchase or improvement of any public improvement, including the land necessary therefore, and for the purpose of rebuilding, adding to or extending the same as the necessities of the City may require and for the purpose of paying for certain personal property therefore; and

**WHEREAS**, the Governing Body hereby finds and determines that it is necessary and advisable to make certain public improvements described as follows:

Labor, material, equipment and expenditures necessary for the design and construction of a baseball field at McAdams Park (the “Project”) and a restroom/concession facility, a fourth field, lighting and parking as funding allows for the use of the Board and/or City and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:**

**Section 1. Project Authorization.** It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of \$500,000 in accordance with specifications prepared or approved by the City of Wichita.

**Section 2. Project Financing.** All or a portion of the costs of the Project, interest on financing and administrative and financing costs shall be financed with the proceeds of general obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of this Resolution, pursuant to Treasury Regulation §1.150-2.

**Section 3. Effective Date.** This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

**ADOPTED** by the City Council of the City of Wichita, Kansas, on October 6, 2015.

(SEAL)

---

Jeff Longwell, Mayor

ATTEST:

---

Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magana, Director of Law

City of Wichita  
City Council Meeting  
October 6, 2015

**TO:** Mayor and City Council

**SUBJECT:** Improvements for Meridian Avenue, North of 29<sup>th</sup> Street North (District VI)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** New Business

---

**Recommendations:** Approve the petition and budget, and adopt the resolution.

**Background:** Meridian Avenue, from 29<sup>th</sup> Street North to just north of Valley Park Street, is currently an unpaved road. A petition signed by 56.3% of the resident owners, representing 33.1% of the improvement district area, was submitted in support of proposed pavement and drainage improvements. The petition is valid per Kansas Statute 12-6a01.

On September 16, 2015, the District VI Advisory Board sponsored a neighborhood hearing on the proposed improvements and voted unanimously in favor of the project.

**Analysis:** To meet residential standards, the proposed improvements consist of paving Meridian Avenue from the existing pavement at 29<sup>th</sup> Street North to just north of Valley Park Street. The project also includes drainage improvements where necessary.

**Financial Considerations:** The estimated cost of the improvements is \$120,000, with 85.1% of the final cost being assessed to the improvement district on a square foot basis, over 15 years. The remaining 14.9% will be funded by the City at-large for intersection improvements. The estimate does not include financing costs that will be incurred during the design, construction, or bonding phases of the project.

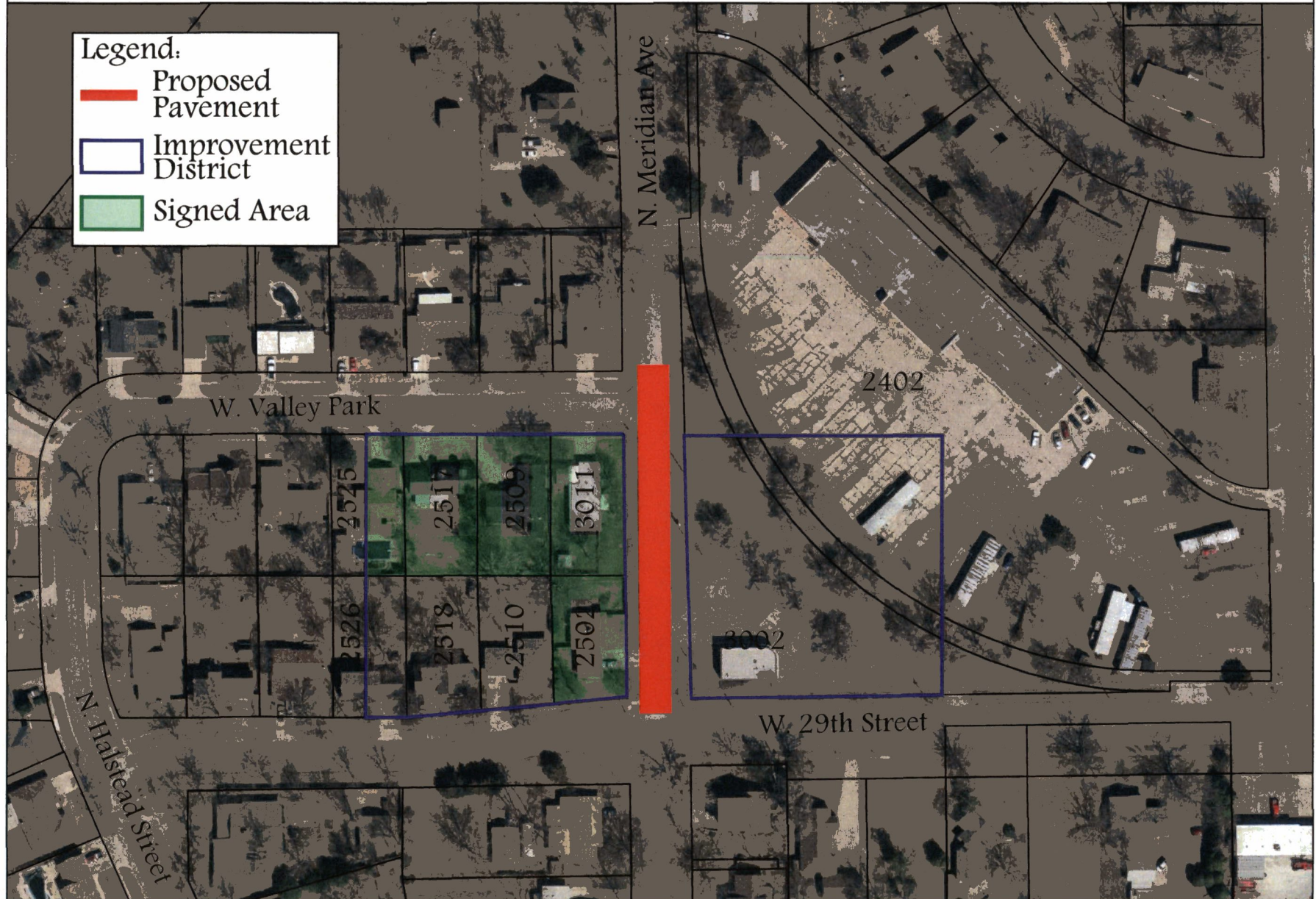
**Legal Considerations:** The petition and resolution have been reviewed and approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the City Council approve the petition and budget, adopt the resolution, and authorize the necessary signatures.

**Attachments:** Petition, resolution, map, budget sheet and citizen comment cards.



## Paving Improvements for N. Meridian Avenue





# Project Request

☐ CIP ☐ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT

☐ ORDERED BY WCC

☒ PETITION

PETITION PERCENTAGE: 33.1%

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #: \_\_\_\_\_

FUND: 400 Street Improvements

SUBFUND: 490 Paving N.I.

ENGINEERING REFERENCE #: 472-85239

COUNCIL DISTRICT: 06 Council District 6

DATE COUNCIL APPROVED: 10-6-15

REQUEST DATE: \_\_\_\_\_

PROJECT #: 490367

PROJECT TITLE: Paving Meridian, North of 29th

PROJECT DETAIL #: 01

PROJECT DETAIL DESCRIPTION: Paving Meridian, North of 29th

OCA #: 766345

OCA TITLE: Paving Meridian, North of 29th

PERSON COMPLETING FORM: Jennifer Peterson

PHONE #: 268-4548

PROJECT MANAGER: Rebecca Greif

PHONE #: 268-4505

☒ NEW BUDGET

☐ REVISED BUDGET

## REVENUE

## EXPENSE

Object Level 3	Budget
9730 S.A. Bonds	\$102,120.00
9720 G.O. Bonds	\$17,880.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

Object Level 3	Budget
2999 Contractuals	\$102,120.00
2999 Contractuals	\$17,880.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

REVENUE TOTAL: \$120,000.00

EXPENSE TOTAL: \$120,000.00

NOTES:

## SIGNATURES REQUIRED

DIVISION HEAD: [Signature]

DEPARTMENT HEAD: [Signature]

BUDGET OFFICER: [Signature]

CITY MANAGER: \_\_\_\_\_

Print Form

DATE: 09/03/15

DATE: 9/22/15

DATE: 9/4/15

DATE: \_\_\_\_\_

RECEIVED

AUG 12 '15

472- 85239

CITY CLERK OFFICE

**PETITION**

**(Paving – Valley Park Addition, Pierpoint Acres Addition, Section 31 – Township 26 South – Range 1 East/N. of 29<sup>th</sup> Street, E. of I-235)**

TO: The Mayor and City Council (the “Governing Body”)  
City of Wichita, Kansas

1. The undersigned, being either a majority of the resident owners of record of the property, a majority of the resident owners of record of more than one-half of the area, and/or a majority of the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the “City”), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the “Act”).

(a) The improvements proposed to be made are as follows (the “Improvements”):

Construction of pavement on Meridian Avenue from the north side of 29<sup>th</sup> Street to the south property line of Lot 41, Block 1, Valley Park Addition, with drainage to be installed where necessary.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer

(b) The estimated or probable cost of the proposed Improvements is: **\$120,000**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If, at the time the City Engineer bids or is ready to bid the Improvements for construction it appears that the final cost will be more than 10% over the project cost estimate set forth above, a new petition with an increased estimated costs must be circulated and submitted. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

**Unplatted Tract in S31-T26S-R1E**

That part of an Unplatted Tract, described as: Commencing at the SW corner of SW 1/4, SEC 31, TWP 26S, R1E, thence east parallel to the south line of said Section, 30 feet; thence north parallel to the west line of said Section, 30 feet to the Point of Beginning; thence north parallel to the west line of said Section, 256 feet; thence east parallel to the south line of said Section, 52.01 feet; to a point on a curve to the left having a radius of 469.4 feet, more or less, an arc length of 290.29 feet to a point 84.08 feet north of the south line of said SW 1/4; thence south parallel to the west line of said Section, 54.08 feet; thence west parallel to the south line of said Section, 252 feet to the Point of Beginning. (A-44-UP)

**Pierpoint Acres Addition**

That part of Lot 1, Block 1, of Pierpoint Acres Addition together with the vacated rights-of-way of 29th Street adjacent on the south, Highway K-96 adjacent on the southwest, and Meridian Street adjacent on the west described as: Commencing at SW corner of SW 1/4, SEC 31, TWP 26S, R1E; thence east parallel to the south line of said Section, 82.01 feet; thence north parallel to the west line of said Section, 286 feet to the Point of Beginning; thence east parallel to the south line of said Section, 199.99 feet; thence south parallel to the west line of said Section, 201.92 feet; thence on a curve to the right having a radius of 469.4 feet, more or less, an arc length of 290.29 feet to the Point of Beginning.

**Valley Park Addition**

LOTS 1 – 3, BLOCK 2, INCLUSIVE  
E 1/2 of LOT 4, BLOCK 2  
E 1/2 of LOT 11, BLOCK 2  
LOTS 12 -14, BLOCK 2, INCLUSIVE

- (d) The proposed method of assessment is: **equally per square foot.**

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

- (e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **85.1%** to be assessed against the Improvement District and **14.9%** to be paid by the City-at-large.

- (f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

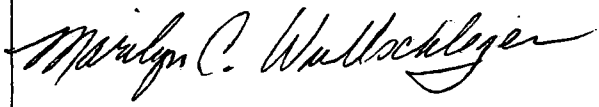
2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction

of the Improvements in an expeditious manner. This petition shall be considered null and void if it is not filed with the City Clerk within one year of the preparation date of **July 7, 2015**.

STREET ADDRESS	LEGAL DESCRIPTION	SIGNATURE	DATE
<b>Unplatted Tract in S31-T26S-R1E</b>			
3002 N MERIDIAN AVE	That part of an Unplatted Tract, described as: Commencing at the SW corner of SW 1/4, SEC 31, TWP 26S, R1E, thence east parallel to the south line of said Section, 30 feet; thence north parallel to the west line of said Section, 30 feet to the Point of Beginning; thence north parallel to the west line of said Section, 256 feet; thence east parallel to the south line of said Section, 52.01 feet; to a point on a curve to the left having a radius of 469.4 feet, more or less, an arc length of 290.29 feet to a point 84.08 feet north of the south line of said SW 1/4; thence south parallel to the west line of said Section, 54.08 feet; thence west parallel to the south line of said Section, 252 feet to the Point of Beginning. (A-44-UP)	LIONS CLUB OF PLEASANT VALLEY	
<b>Pierpoint Acres Addition</b>			
2402 W 29TH ST N	That part of Lot 1, Block 1, of Pierpoint Acres Addition together with the vacated rights-of-way of 29th Street adjacent on the south, Highway K-96 adjacent on the southwest, and Meridian Street adjacent on the west described as: Commencing at SW corner of SW 1/4, SEC 31, TWP 26S, R1E; thence east parallel to the south line of said Section, 82.01 feet; thence north parallel to the west line of said Section, 286 feet to the Point of Beginning; thence east parallel to the south line of said Section, 199.99 feet; thence south parallel to the west line of said Section, 201.92 feet; thence on a curve to the right having a radius of 469.4 feet, more or less, an arc length of 290.29 feet to the Point of Beginning.	MI CASA FAMILY TRUST	
<b>Valley Park Addition</b>			
3011 N MERIDIAN AVE	LOT 1 BLOCK 2	WULLSCHLEGER MARILYN C <del>ETAL</del> 	



2509 W VALLEY PARK	LOT 2 BLOCK 2	GARD CLAIR DEE & CARMEN SUE REV TR <i>Clair Dee Gard, trustee</i> <i>Carmen Sue Gard, trustee</i>
2517 W VALLEY PARK	LOT 3 BLOCK 2	<del>WEIDNER FRANK JR ETUX</del> David E. Carrillo - Ramos and Lauren N. Carrillo <i>David E. Carrillo</i> <i>Lauren N. Carrillo</i>
2525 W VALLEY PARK	E 1/2 of LOT 4, BLOCK 2	SOMMERS GARY L & SUSAN G <i>Gary L. Sommers</i> <i>Susan G. Sommers</i>
2526 W 29TH ST N	E 1/2 of LOT 11, BLOCK 2	VAN ES JACK J ETUX
2518 W 29TH ST N	LOT 12 BLOCK 2	RODRIGUEZ JUAN M & CHERIE R
2510 W 29TH ST N	LOT 13 BLOCK 2	BARNGROVER MARLA M
2502 W 29TH ST N	LOT 14 BLOCK 2	MCCRARY FREDERICK & MARLO <i>Marlo McCrary</i> <i>Frederick McCrary</i>

\*\*\*\*\*

THIS PETITION was filed in my office on August 17, 2015.



Jan Edwards  
Deputy City Clerk

766345

(Published in the *Wichita Eagle*, on \_\_\_\_\_)

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS - VALLEY PARK AND PIERPOINT ACRES ADDITIONS/NORTH OF 29<sup>TH</sup> STREET, EAST OF I-235) (472-85239)**

**WHEREAS**, a petition (the "Petition") was filed with the City Clerk of the City of Wichita, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*, (the "Act"); and

**WHEREAS**, the City Council (the "Governing Body") of the City hereby finds and determines that said Petition was signed by **a majority of the resident owners of record of the property, a majority of resident owners of record of more than one-half of the area, and/or a majority of the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

**Section 1. Findings of Advisability.** The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

Construction of pavement on Meridian Avenue from the north side of 29<sup>th</sup> Street to the south property line of Lot 41, Block 1, Valley Park Addition, with drainage to be installed where necessary (the "Improvements").

(b) The estimated or probable cost of the Improvements is **\$120,000**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If, at the time the City Engineer bids or is ready to bid the Improvements for construction it appears that the final cost will be more than 10% over the project cost estimate set forth above, a new petition with an increased estimated costs must be circulated and submitted. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvements District defined below in accordance with the provisions hereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

**UNPLATTED TRACT IN S31-T26S-R1E**

That part of an Unplatted Tract, described as: Commencing at the SW corner of SW 1/4, SEC 31, TWP 26S, R1E, thence east parallel to the south line of said Section, 30 feet; thence north parallel to the west line of said Section, 30 feet to the Point of Beginning; thence north parallel to the west line of said Section, 256 feet; thence east parallel to the south line of said Section, 52.01 feet; to a point on a curve to the left having a radius of 469.4 feet, more or less, an arc length of 290.29 feet to a point 84.08 feet north of the south line of said SW 1/4; thence south parallel to the west line of said Section, 54.08 feet; thence west parallel to the south line of said Section, 252 feet to the Point of Beginning. (A-44-UP).

**PIERPOINT ACRES ADDITION**

That part of Lot 1, Block 1, of Pierpoint Acres Addition together with the vacated rights-of-way of 29<sup>th</sup> Street adjacent on the south, Highway K-96 adjacent on the southwest, and Meridian Street adjacent on the west described as: Commencing at SW corner of SW 1/4, SEC 31, TWP 26S, R1E; thence east parallel to the south line of said Section, 82.01 feet; thence north parallel to the west line of said Section, 286 feet to the Point of Beginning; thence east parallel to the south line of said Section, 199.99 feet; thence south parallel to the west line of said Section, 201.92 feet; thence on a curve to the right having a radius of 469.4 feet, more or less, an arc length of 290.29 feet to the Point of Beginning.

**VALLEY PARK ADDITION**

Lots 1 through 3, Block 2, INCUSIVE  
E ½ of Lot 4, Block 2  
E ½ of Lot 11, Block 2  
Lots 12 through 14, Block 2, INCLUSIVE

(d) The method of assessment is: equally per square foot.

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **85.1%** to be assessed against the Improvement District and **14.9%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

**Section 2. Authorization of Improvements.** The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 1** of this Resolution.

**Section 3. Plans and Specifications.** The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

**Section 4. Bond Authority; Reimbursement.** The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

**Section 5. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

**ADOPTED** by the City Council of the City of Wichita, Kansas, on \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Jeff Longwell, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
for Jennifer Magaña, City Attorney and Director of Law

City Council  
October 6, 2015



**Pavement Improvements to Meridian Avenue at 29th**

NAME: David and Lauren Canillo

ADDRESS: 2517 W Valley Park

PHONE: 316-727-4765

EMAIL: laurencanillo1@gmail.com

**Comment(s):**

In regards to the pavement project on Meridian at 29th St, we would love to see it paved because, as people who use it often, we feel our cars get banged up every time we drive on it. There are currently so many potholes that they are nearly impossible to avoid driving on. On top of that, it has become hard to keep things clean because the amount of dust that is kicked up when someone drives on it.

**Engineering Division**

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City Council  
October 6, 2015



**Pavement Improvements to Meridian Avenue at 29th**

NAME: MARILYN C. WULLSCHLEGER  
3011 N. MERIDIAN  
ADDRESS: WICHITA, KANSAS 67204-4101

PHONE: 838-0397

EMAIL: NONE

**Comment(s):**

POOR DRAINAGE !!

Everytime it rains, water backs up into my driveway. The culvert has standing water in it, that also creates a mosquito problem. It constantly creates a lot of dust. Would ~~help~~ prevent cars and bicycles from cutting across yard.

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City Council  
October 6, 2015



**Pavement Improvements to Meridian Avenue at 29th**

NAME: Susan E. Sommers  
ADDRESS: 2525 Valley Park  
Wichita KS 67204  
PHONE: (316) 519-3035  
EMAIL:

**Comment(s):**

This block of street is ONLY 2 houses LONG. HOWEVER- the ruts & holes are horrible NOT TO MENTION the HUGE GAP between pavement & dirt. I will be providing pictures at the meeting.

Progress & IMPROVEMENTS always hurt someone somewhere but the decisions to move forward are based on the quality it provides to the MASS.

Susan Sommers

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City Council  
October 6, 2015



**Pavement Improvements to Meridian Avenue at 29th**

NAME: CARMEN & CLAIR DEE GARD

ADDRESS: 2509 VALLEY PARK

PHONE: 316-838-4175

EMAIL: edgard@cox.net

**Comment(s):**

- THE dust created by Vehicles on this short Section of MERIDIAN covers our deck & deck furniture. WE cannot have our windows open as fine dust enters our home from the street traffic.
- THERE are many large pot holes & ruts, even when it is graded, which is a seldom occurrence.
- THE lack of pavement & gutters allows excessive water to stand. This creates a setting for mosquitoes to become abundant.

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City Council  
October 6, 2015



**Pavement Improvements to Meridian Avenue at 29th**

NAME:	Bob & Pauline Busby
ADDRESS:	2618 Valley Park
PHONE:	316-838-8328
EMAIL:	

**Comment(s):**

Needs to be paved for water drainage. It will eliminate dust in the air.

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City Council  
October 6, 2015



**Pavement Improvements to Meridian Avenue at 29th**

NAME: Ron McChaskill  
ADDRESS: 2510 Valley Park  
Wichita KS - 67204  
PHONE: 316-833-1689  
EMAIL:

**Comment(s):**

I would like it paved  
because it's a washboard  
and I don't take it. When it  
rains - it has huge water holes -

Ron McChaskill

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City Council  
October 6, 2015



**Pavement Improvements to Meridian Avenue at 29th**

NAME: TERRY SHARON  
ADDRESS: 2601 W. Valley Park  
Wichita KS. 67204  
PHONE: 316-680-0896  
EMAIL: NA

**Comment(s):**

I would like to see the improvements  
of pavement to Meridian @ 29<sup>th</sup>. As it sits  
now it is poorly maintained by the City.  
The grading that has been done is  
poor and the ruts and holes fill with  
water when it rains and the ruts and  
holes are hard on our vehicles.

Terry Sharon

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City Council  
October 6, 2015



**Pavement Improvements to Meridian Avenue at 29th**

NAME: LORA + Rusty Good  
ADDRESS: 3330 Carlock  
Wichita, KS 67204  
PHONE: 316-214-4475  
EMAIL: Rusty Good@yahoo.com

**Comment(s):**

This area on meridian needs to be paved  
due to the sand/gravel making pits in our  
cars paint, and is very hard on our car  
due to the wash board and Pot holes.

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City Council  
October 6, 2015



**Pavement Improvements to Meridian Avenue at 29th**

NAME: THERESA SMITH

ADDRESS: 3017 N. MERIDIAN AVE.

PHONE: 831-9493

EMAIL: Flynmunky44@cox.net

**Comment(s):**

I LIVE ON THE CORNER OF MERIDIAN  
AND VALLEY PARK. THE UNPAVED  
SECTION STARTS RIGHT BEFORE  
THE CORNER. IT'S BUMPY, DIRTY,  
AND DRAINAGE IS BAD DURING HEAVY  
RAINFALL. THE CULVERT "PIPE" IS  
BADLY BENT FROM BEING DRIVEN  
OVER.

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City Council  
October 6, 2015



**Pavement Improvements to Meridian Avenue at 29th**

NAME:	Amy Denayer
ADDRESS:	1777 E. 120th Ave. N. Mulvane KS 67110
PHONE:	619-3434
EMAIL:	

**Comment(s):**

I am the mail-lady and this road is  
often so wash-boarded and pot-holey that  
it is hard to get down.

Amy Denayer

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City Council  
October 6, 2015



**Pavement Improvements to Meridian Avenue at 29th**

NAME: Justin Kerby

ADDRESS: 3120 N. Meridian Ave  
Wichita, KS, 67204

PHONE: 785-656-2829

EMAIL: jkerby@kumc.edu

**Comment(s):**

I live on meridian and use the unpaved portion of the road often. While efforts are made to keep the road level, after a very short time, several potholes inevitably appear. I often use 31st street as a way around the unpaved road.

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City Council  
October 6, 2015



**Pavement Improvements to Meridian Avenue at 29th**

NAME: Ann Hook

ADDRESS: 3110 n. meridian

PHONE: (316) 993-7103

EMAIL:

**Comment(s):**

I Feel that the Street Should be Paved,  
because of All the Potholes, And it  
is tacky looking ~~to~~ Because All the  
other Streets Are Paved. And ~~to~~ At the end  
of the Road where Dirty meets Pavement  
You have A big Dips And uneven Pavement,  
it is Rough on Peoples tires,  
it would be a nice Improvement.

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City Council  
October 6, 2015



**Pavement Improvements to Meridian Avenue at 29th**

NAME:	Steve Copeland
ADDRESS:	3147 N Meridian Wichita KS 67204
PHONE:	316 619 3765
EMAIL:	copelandsteve51@yahoo.com

**Comment(s):**

I have lived here for 28 years. In the past it was maintained pretty well. But as of late (3 or 4 years) it's not good. Blacktop would be a very welcomed improvement. And while they are at it fix the pot holes in the existing ~~blacktop~~ blacktop on north.

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City Council  
October 6, 2015



**Pavement Improvements to Meridian Avenue at 29th**

NAME:	Jacque Clark
ADDRESS:	3158 N. Meridian
PHONE:	734-7340
EMAIL:	

**Comment(s):**

not well maintained. Huge holes  
at both intersections.

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City Council  
October 6, 2015



## Pavement Improvements to Meridian Avenue at 29th

NAME: Janice and Paul Harding

ADDRESS:

PHONE:

EMAIL: [hardingpr@sbcglobal.net](mailto:hardingpr@sbcglobal.net)

### Comment(s):

We have a son who is a boy scout with Troop 420 sponsored by Pleasant Valley Lions Club. He has his meetings at the scout house on 29th and Meridian. We were shocked to hear about the assessment the Lions Club would be charged for the paving of the 1 block area across from the scout house. We would hate to lose our meeting place because the Lions Club could not afford to pay the excessive assessment that they would be charged.

Since its inception in 1958, the troop has been committed to providing a quality scouting experience, which has produced over 70 Eagle Scouts. Our older son received his Eagle Scout award in 2001 with Troop 420. He is presently working at Wesley Hospital as a pharmacist. Our youngest son has completed his eagle project this past summer and is working toward attaining his Eagle rank. The scout house provides an excellent meeting place for the youth in our community and we would hate to lose it.

We would like you to reconsider how you are funding this paving project so that the Pleasant Valley Lions club can still afford to sponsor the boy scouts at the scout house. The boy scouts coming out of Troop 420 have a positive impact on our community.

Thank you for your consideration.

Sincerely,

Janice and Paul Harding

### Engineering Division

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(Published in the *Wichita Eagle*, on October 9, 2015)

**RESOLUTION NO. 15-320**

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS – VALLEY PARK AND PIERPOINT ACRES ADDITIONS/NORTH OF 29<sup>TH</sup> STREET, EAST OF I-235) (472-85239)**

**WHEREAS**, a petition (the “Petition”) was filed with the City Clerk of the City of Wichita, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*, (the "Act"); and

**WHEREAS**, the City Council (the “Governing Body”) of the City hereby finds and determines that said Petition was signed by **a majority of the resident owners of record of the property, a majority of resident owners of record of more than one-half of the area, and/or a majority of the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

**Section 1. Findings of Advisability.** The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

Construction of pavement on Meridian Avenue from the north side of 29<sup>th</sup> Street to the south property line of Lot 41, Block 1, Valley Park Addition, with drainage to be installed where necessary (the "Improvements").

(b) The estimated or probable cost of the Improvements is **One Hundred Twenty Thousand Dollars (\$120,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If, at the time the City Engineer bids or is ready to bid the Improvements for construction it appears that the final cost will be more than 10% over the project cost estimate set forth above, a new petition with an increased estimated costs must be circulated and submitted. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvements District defined below in accordance with the provisions hereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

**UNPLATTED TRACT IN S31-T26S-R1E**

That part of an Unplatted Tract, described as: Commencing at the SW corner of SW 1/4, SEC 31, TWP 26S, R1E, thence east parallel to the south line of said Section, 30 feet; thence north parallel to the west line of said Section, 30 feet to the Point of Beginning; thence north parallel to the west line of said Section, 256 feet; thence east parallel to the south line of said Section, 52.01 feet; to a point on a curve to the left having a radius of 469.4 feet, more or less, an arc length of 290.29 feet to a point 84.08 feet north of the south line of said SW 1/4; thence south parallel to the west line of said Section, 54.08 feet; thence west parallel to the south line of said Section, 252 feet to the Point of Beginning. (A-44-UP).

**PIERPOINT ACRES ADDITION**

That part of Lot 1, Block 1, of Pierpoint Acres Addition together with the vacated rights-of-way of 29<sup>th</sup> Street adjacent on the south, Highway K-96 adjacent on the southwest, and Meridian Street adjacent on the west described as: Commencing at SW corner of SW 1/4, SEC 31, TWP 26S, R1E; thence east parallel to the south line of said Section, 82.01 feet; thence north parallel to the west line of said Section, 286 feet to the Point of Beginning; thence east parallel to the south line of said Section, 199.99 feet; thence south parallel to the west line of said Section, 201.92 feet; thence on a curve to the right having a radius of 469.4 feet, more or less, an arc length of 290.29 feet to the Point of Beginning.

**VALLEY PARK ADDITION**

Lots 1 through 3, Block 2, INCLUSIVE  
E ½ of Lot 4, Block 2  
E ½ of Lot 11, Block 2  
Lots 12 through 14, Block 2, INCLUSIVE

(d) The method of assessment is: **equally per square foot.**

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **85.1%** to be assessed against the Improvement District and **14.9%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

**Section 2. Authorization of Improvements.** The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 1** of this Resolution.

**Section 3. Plans and Specifications.** The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

**Section 4. Bond Authority; Reimbursement.** The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

**Section 5. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

**ADOPTED** by the City Council of the City of Wichita, Kansas, on October 6, 2015.

(SEAL)

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Jeff Longwell, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, City Attorney and Director of Law



**From:** [robert\\_dill@att.net](mailto:robert_dill@att.net) [[mailto:robert\\_dill@att.net](mailto:robert_dill@att.net)]

**Sent:** Friday, October 02, 2015 9:54 AM

**To:** Greif, Rebecca <[RGreif@wichita.gov](mailto:RGreif@wichita.gov)>

**Subject:** 29th & Meridian paving project

I am Robert Dill and am a member of Pleasant Valley Lions Club. We are a service organization and the money we raise is used to help people and groups in need. Some examples are: Kansas Lions Sight Foundation, Send High School students to band camp, donate money to the deaf and hard of hearing overnight camp, Beep baseball for the sight impaired and blind baseball players and also donate money to adopt a family at Christmas. We also charter a Boy Scout troop, Venture Troop and a Cub Scout Pack.

We have 12 members and our big fund raiser is operating a fireworks stand. Many hours are required to make this successful. I would also like to point out that all money earned must be used for our service activities. We pay dues to fund our administrative duties.

I urge you to please vote no on the paving project as this would require us to use most of our service activity funds on the pavement special taxes.



**City of Wichita  
City Council Meeting  
October 6, 2015**

**TO:** Mayor and City Council

**SUBJECT:** Design Concept for Improvements to 13<sup>th</sup> Street, between 119<sup>th</sup> and 135<sup>th</sup> Streets West (District V)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** New Business

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**Recommendation:** Approve the design concept.

**Background:** On May 4, 2004, the City Council approved an agreement with Schwab-Eaton, P.A., for the design of paving improvements to 13<sup>th</sup> Street North, between 119<sup>th</sup> and 135<sup>th</sup> Streets West. The project was placed on hold in 2006 due to a lack of funding. The project was restarted in 2012 in an attempt to capture federal funding, which was ultimately denied.

The condition of 13<sup>th</sup> Street and the fact that the project was previously reviewed by the Kansas Department of Transportation make it a possible candidate to receive future de-obligated federal funds that are typically available each year through the Wichita Area Metropolitan Planning Organization (WAMPO). Staff proposes reviving the project with a revised design concept and attempting to capture the federal funds for construction. On August 10, 2015, the District V Advisory Board voted unanimously in favor of the proposed revised design concept.

**Analysis:** The project was originally designed as a five-lane roadway. In December 2013, City staff re-evaluated the design based on projected traffic volumes, area growth, construction costs and schedules, and determined that a three-lane roadway would be sufficient.

The section of 13<sup>th</sup> Street between 119<sup>th</sup> and 135<sup>th</sup> Streets West is currently a two-lane, asphalt mat road with bar ditches on each side for drainage. The proposed design is for a three-lane roadway with one through lane in each direction and a center two-way left turn lane, as well as curb and gutter and drainage improvements. A multi-use path, west of the Cowskin Creek, and sidewalks will also be part of the improvements. One lane of east-bound traffic will be carried throughout construction. Construction is proposed to start in the spring of 2019 and be completed in early 2020, if federal funding is not made available sooner.

**Financial Considerations:** On December 14, 2004, the City Council approved a budget of \$2,100,000, with \$1,100,000 in federal aid, a \$300,000 contribution from Sedgwick County, and \$700,000 in general obligation (GO) at-large bond funding. Since that time, both the federal aid and Sedgwick County's contribution have been retracted, leaving \$700,000 in GO bond funding for this project. An amending ordinance was approved by the City Council on April 7, 2015, to correct the budget reflecting the \$700,000 remaining.

The Adopted 2015-2024 Capital Improvement Program includes \$4,000,000 in GO at-large bond funding for construction in 2019. If the proposed design concept is approved, this project would become a possible candidate for any de-obligated WAMPO funding. This could potentially accelerate the GO at-large funding share from 2019, but also significantly reduce any potential City GO at-large costs by utilizing federal funds. After design is completed, if de-obligated federal funding is not forthcoming, staff

would anticipate initiation of construction in 2019, utilizing the programmed GO at-large funding. The project will be returned to the City Council at a later date for approval of the construction funding.

**Legal Considerations:** This item has been reviewed and approved by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve the design concept.

**Attachments:** None.

City of Wichita  
City Council Meeting  
October 6, 2015

**TO:** Mayor and City Council

**SUBJECT:** Water Line and Sewer Extensions to Serve Sheridan Avenue (District IV)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** New Business

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**Recommendations:** Approve the petitions and budgets, approve hiring Baughman Company, P.A. for the design of the proposed improvements, and adopt the resolutions.

**Background:** Sheridan Avenue is currently a partially paved street, unserved by water and sewer in the industrial area north of Pawnee Avenue, east of West Street. A petition signed by 100% of the resident owners, representing 37.3% of the improvement district area, was submitted in support of the proposed water line extension improvements. A petition signed by 100% of the resident owners, representing 100% of the improvement district area, was submitted in support of the proposed sewer line extension improvements. The petitions are valid per Kansas Statute 12-6a01.

**Analysis:** The proposed improvements consist of extending a waterline from Pawnee Avenue, north to the cul-de-sac and a sewer lateral from the existing main to serve the properties on the east.

On September 14, 2015, the District IV Advisory Board sponsored a neighborhood hearing on the proposed waterline improvements and voted unanimously in favor of the extension project.

On July 7, 2015, the City Council approved a petition for paving improvements to Sheridan Avenue. On August 3, 2015, the City entered into a contract with Baughman Company, P.A., for the design of the paving improvements. Due to the timing of the petition submittals and the previous design contract with Baughman Company, P.A. for paving improvements, staff recommends the City Council approve hiring Baughman Company, P.A. to complete the design of the water and sewer improvements to serve Sheridan Avenue.

**Financial Considerations:** The estimated cost of the water line extension is \$105,000, with 100% of the final cost being assessed to the improvement district on a front foot basis, over 15 years. The estimated cost of the sewer line extension is \$82,000, with 100% of the final cost being assessed to the improvement district on a square foot basis, over 15 years. The estimate does not include financing costs that will be incurred during the design, construction, or bonding phases of the project.

**Legal Considerations:** The petitions and resolutions have been reviewed and approved as to form by the Law Department.





**Recommendations/Actions:** It is recommended that the City Council approve the petitions and budgets, approve hiring Baughman Company, P.A. for the design of the improvements, adopt the resolutions, and authorize the necessary signatures.

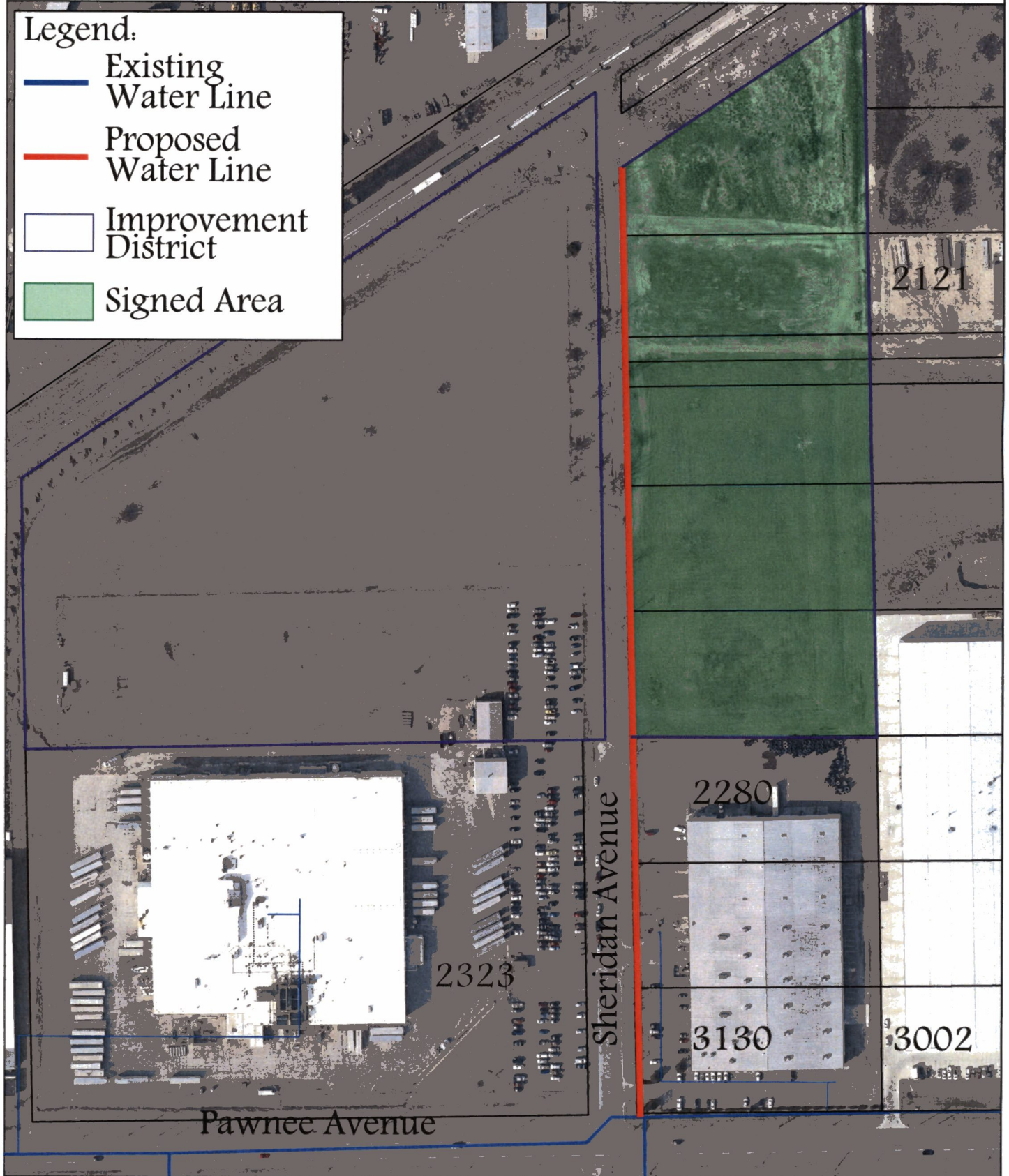
**Attachments:** Petitions, resolutions, maps, and budget sheets.



## Water Line Extension for Sheridan Avenue

### Legend:

-  Existing Water Line
-  Proposed Water Line
-  Improvement District
-  Signed Area



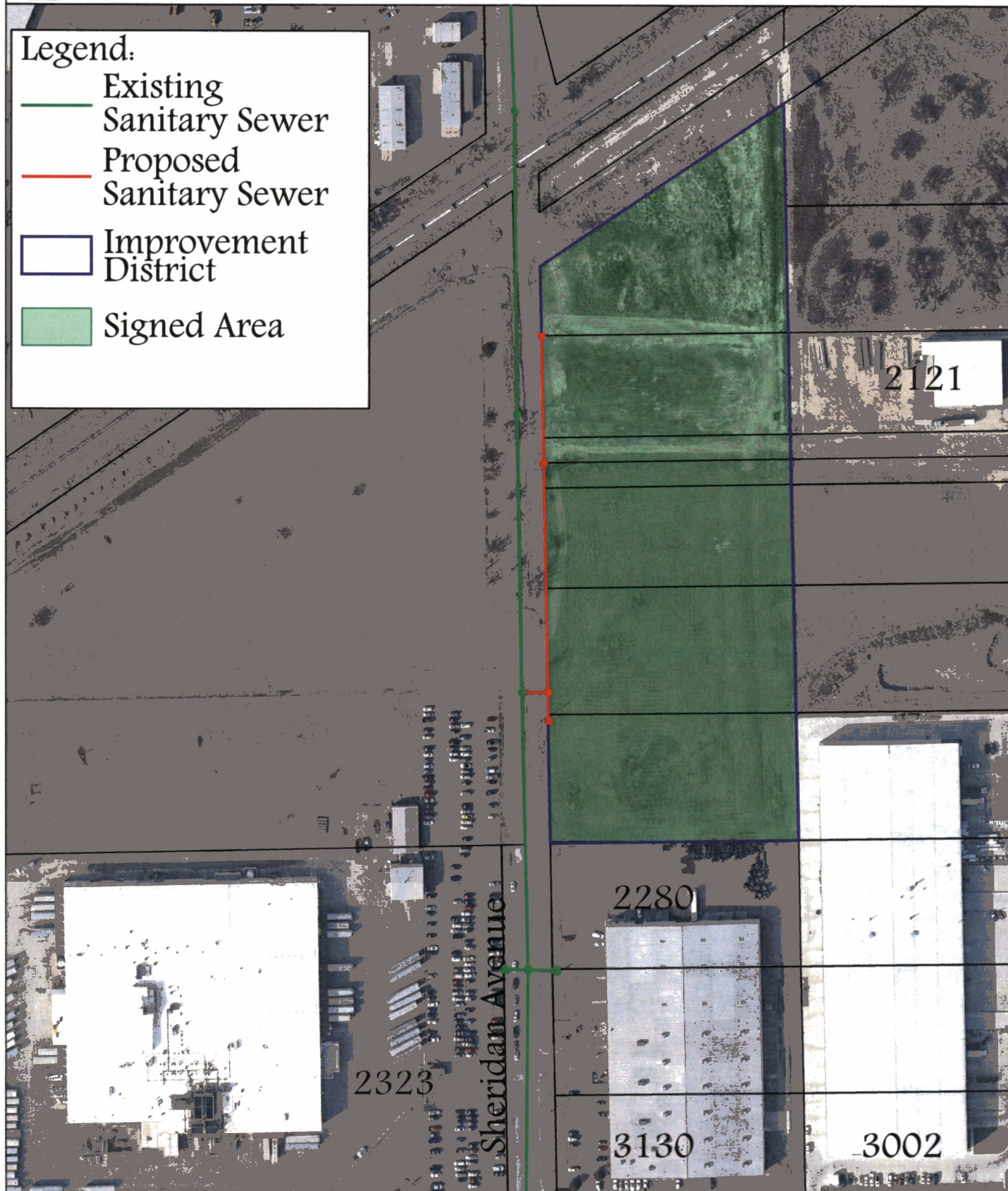




# Sanitary Sewer Improvements for Sheridan Avenue

## Legend:

- Existing Sanitary Sewer
- Proposed Sanitary Sewer
- Improvement District
- Signed Area



# Project Request

☐ CIP ☒ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT

☐ ORDERED BY WCC

☒ PETITION

PETITION PERCENTAGE: 37.3%

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #:

FUND: 470 Water Improvements N.I.

ENGINEERING REFERENCE #: 448-90691

COUNCIL DISTRICT: 04 Council District 4

DATE COUNCIL APPROVED: 10-6-15

REQUEST DATE:

PROJECT #: 470210

PROJECT TITLE: WDS Sheridan Ave

PROJECT DETAIL #: 01

PROJECT DETAIL DESCRIPTION: WDS Sheridan Ave

OCA #: 735537

OCA TITLE: WDS Sheridan Ave

PERSON COMPLETING FORM: Jennifer Peterson

PHONE #: 268-4548

PROJECT MANAGER: Rebecca Greif

PHONE #: 268-4505

☒ NEW BUDGET ☐ REVISED BUDGET

## REVENUE

## EXPENSE

Object Level 3	Budget	Object Level 3	Budget
9730 S.A. Bonds	\$105,000.00	2999 Contractuals	\$105,000.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00
<b>REVENUE TOTAL:</b>	<b>\$105,000.00</b>	<b>EXPENSE TOTAL:</b>	<b>\$105,000.00</b>

NOTES:

## SIGNATURES REQUIRED

DIVISION HEAD: 

DEPARTMENT HEAD: 

BUDGET OFFICER: 

CITY MANAGER: 

Print Form

DATE: 09/14/2015

DATE: 9/22/15

DATE: 9/21/15

DATE:



# Project Request

☐ CIP ☒ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT

☐ ORDERED BY WCC

☒ PETITION

PETITION PERCENTAGE: 100%

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #:

FUND: 480 Sewer Improvements N.I.

SUBFUND: 480 Sanitary Sewers N.I.

ENGINEERING REFERENCE #: 468-85066

COUNCIL DISTRICT: 04 Council District 4

DATE COUNCIL APPROVED: 10-6-15

REQUEST DATE:

PROJECT #: 480093

PROJECT TITLE: LAT 278, SS 22 Sheridan Ave

PROJECT DETAIL #: 01

PROJECT DETAIL DESCRIPTION: LAT 278, SS 22 Sheridan Ave

OCA #: 744401

OCA TITLE: LAT 278, SS 22 Sheridan Ave

PERSON COMPLETING FORM: Jennifer Peterson

PHONE #: 268-4548

PROJECT MANAGER: Rebecca Greif

PHONE #: 268-4505

☒ NEW BUDGET

☐ REVISED BUDGET

## REVENUE

Object Level 3	Budget
9730 S.A. Bonds	\$82,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

REVENUE TOTAL: \$82,000.00

## EXPENSE

Object Level 3	Budget
2999 Contractuals	\$82,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

EXPENSE TOTAL: \$82,000.00

NOTES:

## SIGNATURES REQUIRED

DIVISION HEAD:

DEPARTMENT HEAD:

BUDGET OFFICER:

CITY MANAGER:

Print Form

DATE:

DATE:

DATE:

DATE:

RECEIVED

AUG 25 '15

CITY CLERK OFFICE

448- 90691

**PETITION**

**(Water Distribution System – Southwest Industrial Addition, Unplatted Tract in S36-T27S-R1E/N. of Pawnee, E. of West Street)**

TO: The Mayor and City Council (the “Governing Body”)  
City of Wichita, Kansas

1. The undersigned, being either a majority of the resident owners of record of the property, a majority of the resident owners of record of more than one-half of the area, and/or a majority of the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the “City”), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the “Act”).

(a) The improvements proposed to be made are as follows (the “Improvements”):

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer

(b) The estimated or probable cost of the proposed Improvements is: **\$105,000**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If, at the time the City Engineer bids or is ready to bid the Improvements for construction it appears that the final cost will be more than 10% over the project cost estimate set forth above, a new petition with an increased estimated costs must be circulated and submitted. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

**Unplatted Tract in Section 36, Township 27S, Range 1E**  
E1/2 SW1/4 S OF AT&SF RR EXC W 400 FT & EXC S 650 FT

**Southwest Industrial Addition**

LOT 1 BLOCK 6

LOT 2 BLOCK 6 & 1/2 VAC ST ADJ ON S

LOT 1 BLOCK 7 & 1/2 VAC ST ADJ ON N

LOT 2 BLOCK 7

LOT 3 BLOCK 7



- (d) The proposed method of assessment is: **equally per front foot.**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

- (e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.


- (f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.


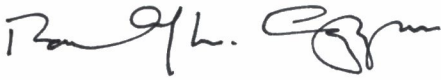
2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner. This petition shall be considered null and void if it is not filed with the City Clerk within one year of the preparation date of **July 31, 2015.**

Signature	Dated	Property Owned Within Proposed Improvement District
<b><u>Unplatted Tract in Section 36, Township 27S, Range 1E</u></b>		
Smithfield Farmland Corp		E1/2 SW1/4 S OF AT&SF RR EXC W 400 FT & EXC S 650 FT
<b><u>Southwest Industrial Addition</u></b>		
MBK Properties LLC 	8/24/15	LOT 1 BLOCK 6

Hijos LLC 	8-12-15	LOT 2 BLOCK 6 & 1/2 VAC ST ADJ ON S
Capps Holdings LLC 	8.4.15	LOTS 1-3 BLOCK 7 & 1/2 VAC ST ADJ ON N, INCLUSIVE

\*\*\*\*\*

THIS PETITION was filed in my office on August 25, 2015



  
Deputy City Clerk

RECEIVED

AUG 25 '15

CITY CLERK OFFICE

*Lateral 278, SS# 22*

468- 85066

**PETITION**

**(Sanitary Sewer – Southwest Industrial Addition /N. of Pawnee, E. of West Street)**

TO: The Mayor and City Council (the “Governing Body”)  
City of Wichita, Kansas

1. The undersigned, being either a majority of the resident owners of record of the property, a majority of the resident owners of record of more than one-half of the area, and/or a majority of the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the “City”), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the “Act”).

(a) The improvements proposed to be made are as follows (the “Improvements”):

Construction of a lateral sanitary sewer, including necessary sewer mains and appurtenances to serve the Improvement District defined below.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: **\$82,000**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If, at the time the City Engineer bids or is ready to bid the Improvements for construction it appears that the final cost will be more than 10% over the project cost estimate set forth above, a new petition with an increased estimated costs must be circulated and submitted. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

**Southwest Industrial Addition**

LOT 1 BLOCK 6

LOT 2 BLOCK 6 & 1/2 VAC ST ADJ ON S

LOT 1 BLOCK 7 & 1/2 VAC ST ADJ ON N

LOT 2 BLOCK 7

LOT 3 BLOCK 7

(d) The proposed method of assessment is: **equally per square foot.**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.



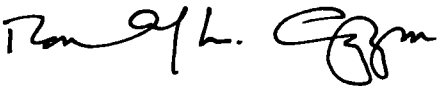
(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner. This petition shall be considered null and void if it is not filed with the City Clerk within one year of the preparation date of **July 31, 2015**.

Signature	Dated	Property Owned Within Proposed Improvement District
<b>Southwest Industrial Addition</b>		
MBK Properties LLC 	8/24/15	LOT 1 BLOCK 6
Hijos LLC 	8-12-15	LOT 2 BLOCK 6 & 1/2 VAC ST ADJ ON S
Capps Holdings LLC 	8.4.15	LOTS 1-3 BLOCK 7 & 1/2 VAC ST ADJ ON N, INCLUSIVE

\*\*\*\*\*

THIS PETITION was filed in my office on August 25, 2015



Jan Edwards  
Deputy City Clerk

(Published in the *Wichita Eagle*, on \_\_\_\_\_)

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (LATERAL 278, SANITARY SEWER NO. 22 – SOUTHWEST INDUSTRIAL ADDITION/NORTH OF PAWNEE, EAST OF WEST STREET) (468-85066).**

**WHEREAS**, a petition (the "Petition") was filed with the City Clerk of the City of Wichita, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*, (the "Act"); and

**WHEREAS**, the City Council (the "Governing Body") of the City hereby finds and determines that said Petition was signed by **a majority of the resident owners of record of the property, a majority of resident owners of record of more than one-half of the area and/or a majority of the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

**Section 1. Findings of Advisability.** The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

Construction of a lateral sanitary sewer (Lateral 278, Sanitary Sewer No. 22), including necessary sewer mains and appurtenances to serve the Improvement District defined below (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Eighty-Two Thousand Dollars (\$82,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If, at the time the City Engineer bids or is ready to bid the Improvements for construction it appears that the final cost will be more than 10% over the project cost estimate set forth above, a new petition with an increased estimated costs must be circulated and submitted. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvements District defined below in accordance with the provisions hereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

**SOUTHWEST INDUSTRIAL ADDITION**

LOT 1 BLOCK 6

LOT 2 BLOCK 6 AND ½ VAC ST ADJ ON S

LOT 1 BLOCK 7 AND ½ VAC ST ADJ ON N

LOT 2 BLOCK 7

LOT 3 BLOCK 7

(d) The method of assessment is: **equally per square foot.**

In the event all or part of the lots are parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

**Section 2. Authorization of Improvements.** The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 1** of this Resolution.

**Section 3. Plans and Specifications.** The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

**Section 4. Bond Authority; Reimbursement.** The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

**Section 5. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

**ADOPTED** by the City Council of the City of Wichita, Kansas, on \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:



for Jennifer Magaña, City Attorney and Director of Law



(Published in the *Wichita Eagle*, on \_\_\_\_\_)

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION SYSTEM – SOUTHWEST INDUSTRIAL ADDITION/NORTH OF PAWNEE, EAST OF WEST STREET) (448-90691).**

**WHEREAS**, a petition (the "Petition") was filed with the City Clerk of the City of Wichita, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*, (the "Act"); and

**WHEREAS**, the City Council (the "Governing Body") of the City hereby finds and determines that said Petition was signed by **a majority of the resident owners of record of the property, a majority of resident owners of record of more than one-half of the area and/or a majority of the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

**Section 1. Findings of Advisability.** The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below (the "Improvements").

(b) The estimated or probable cost of the Improvements is **One Hundred Five Thousand Dollars (\$105,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If, at the time the City Engineer bids or is ready to bid the Improvements for construction it appears that the final cost will be more than 10% over the project cost estimate set forth above, a new petition with an increased estimated costs must be circulated and submitted. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvements District defined below in accordance with the provisions hereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

**UNPLATTED TRACT IN SECTION 36, TOWNSHIP 27S, RANGE 1E**  
E ½ SW ¼ S OF AT&SF RR EXC W 400 FT & EXC S 650 FT

**SOUTHWEST INDUSTRIAL ADDITION**

LOT 1 BLOCK 6  
LOT 2 BLOCK 6 AND ½ VAC ST ADJ ON S  
LOT 1 BLOCK 7 AND ½ VAC ST ADJ ON N  
LOT 2 BLOCK 7  
LOT 3 BLOCK 7

- (d) The method of assessment is: **equally per front foot.**

In the event all or part of the lots are parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

- (e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

- (f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

**Section 2. Authorization of Improvements.** The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 1** of this Resolution.

**Section 3. Plans and Specifications.** The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

**Section 4. Bond Authority; Reimbursement.** The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

**Section 5. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

**ADOPTED** by the City Council of the City of Wichita, Kansas, on \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:



*for* Jennifer Magaña, City Attorney and Director of Law

(Published in the *Wichita Eagle*, on October 9, 2015)

## RESOLUTION NO. 15-321

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (LATERAL 278, SANITARY SEWER NO. 22 – SOUTHWEST INDUSTRIAL ADDITION/NORTH OF PAWNEE, EAST OF WEST STREET) (468-85066).**

**WHEREAS**, a petition (the "Petition") was filed with the City Clerk of the City of Wichita, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*, (the "Act"); and

**WHEREAS**, the City Council (the "Governing Body") of the City hereby finds and determines that said Petition was signed by **a majority of the resident owners of record of the property, a majority of resident owners of record of more than one-half of the area and/or a majority of the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

**Section 1. Findings of Advisability.** The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

Construction of a lateral sanitary sewer (Lateral 278, Sanitary Sewer No. 22), including necessary sewer mains and appurtenances to serve the Improvement District defined below (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Eighty-Two Thousand Dollars (\$82,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If, at the time the City Engineer bids or is ready to bid the Improvements for construction it appears that the final cost will be more than 10% over the project cost estimate set forth above, a new petition with an increased estimated costs must be circulated and submitted. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvements District defined below in accordance with the provisions hereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

**SOUTHWEST INDUSTRIAL ADDITION**

LOT 1 BLOCK 6  
LOT 2 BLOCK 6 AND ½ VAC ST ADJ ON S  
LOT 1 BLOCK 7 AND ½ VAC ST ADJ ON N  
LOT 2 BLOCK 7  
LOT 3 BLOCK 7

(d) The method of assessment is: **equally per square foot.**

In the event all or part of the lots are parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

**Section 2. Authorization of Improvements.** The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 1** of this Resolution.

**Section 3. Plans and Specifications.** The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

**Section 4. Bond Authority; Reimbursement.** The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

**Section 5. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

**ADOPTED** by the City Council of the City of Wichita, Kansas, on October 6, 2015.

(SEAL)

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Jeff Longwell, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, City Attorney and Director of Law

(Published in the *Wichita Eagle*, on October 9, 2015)

## RESOLUTION NO. 15-322

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION SYSTEM – SOUTHWEST INDUSTRIAL ADDITION/NORTH OF PAWNEE, EAST OF WEST STREET) (448-90691).**

**WHEREAS**, a petition (the "Petition") was filed with the City Clerk of the City of Wichita, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*, (the "Act"); and

**WHEREAS**, the City Council (the "Governing Body") of the City hereby finds and determines that said Petition was signed by **a majority of the resident owners of record of the property, a majority of resident owners of record of more than one-half of the area and/or a majority of the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

**Section 1. Findings of Advisability.** The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below (the "Improvements").

(b) The estimated or probable cost of the Improvements is **One Hundred Five Thousand Dollars (\$105,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If, at the time the City Engineer bids or is ready to bid the Improvements for construction it appears that the final cost will be more than 10% over the project cost estimate set forth above, a new petition with an increased estimated costs must be circulated and submitted. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvements District defined below in accordance with the provisions hereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

**UNPLATTED TRACT IN SECTION 36, TOWNSHIP 27S, RANGE 1E**  
E ½ SW ¼ S OF AT&SF RR EXC W 400 FT & EXC S 650 FT

**SOUTHWEST INDUSTRIAL ADDITION**

LOT 1 BLOCK 6  
LOT 2 BLOCK 6 AND ½ VAC ST ADJ ON S  
LOT 1 BLOCK 7 AND ½ VAC ST ADJ ON N  
LOT 2 BLOCK 7  
LOT 3 BLOCK 7

- (d) The method of assessment is: **equally per front foot.**

In the event all or part of the lots are parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

- (e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

- (f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

**Section 2. Authorization of Improvements.** The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 1** of this Resolution.

**Section 3. Plans and Specifications.** The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

**Section 4. Bond Authority; Reimbursement.** The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

**Section 5. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.



**ADOPTED** by the City Council of the City of Wichita, Kansas, on October 6, 2015.

(SEAL)

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Jeff Longwell, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, City Attorney and Director of Law

City of Wichita  
City Council Meeting  
October 6, 2015

**TO:** Mayor and City Council

**SUBJECT:** DER2015-00001- Community Investments Plan 2015-2035 (All Districts)

**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** New Business

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**Recommendation:** Adopt the Community Investments Plan 2015-2035.

**Background:** In 2011, the City of Wichita and Sedgwick County initiated a process to develop the Community Investments Plan to replace the current joint City and County Comprehensive Plan which dates back to 1993. A more current and relevant plan is needed to provide a policy framework and set priorities to guide future public investments in municipal buildings and infrastructure out to the year 2035.

In 2012, the City and County partnered with WSU to undertake a comprehensive assessment of all City and County infrastructure and facilities. A Plan Steering Committee was also jointly appointed by the Wichita and Sedgwick County Managers in late 2012 to begin the development of a new joint comprehensive plan. Seven of the Steering Committee members are also members of the Metropolitan Area Planning Commission (MAPC).

During 2013 and 2014, the Steering Committee developed and evaluated three possible long-term growth scenarios for Wichita. Following an extensive community engagement process in the spring and summer of 2014, a preferred growth scenario was selected by the Committee to serve as the basis for the development of the new comprehensive plan.

In March 2015, the Steering Committee released the draft Community Investments Plan 2015-2035 for public review and feedback. The Planning Department organized four public open house events and provided over 40 presentations (April through June) to over 700 people. Feedback was also received through the Activate Wichita website. The Steering Committee met in late June to finalize changes to the draft Plan based upon feedback received from the community engagement process and two workshops held with the Wichita City Council in April and June. Also in late June and early July, staff briefed the members of the Sedgwick County Board of Commissioners on the draft Plan.

Notice of a public hearing date of August 20, 2015, for the MAPC to consider the proposed adoption of the final draft Community Investments Plan 2015-2035 as the new Comprehensive Plan for Wichita-Sedgwick County was published in the official City and County newspaper on July 30, 2015. In early August 2015, staff presented the final draft of the Community Investments Plan to the six District Advisory Boards (DAB's) for the City of Wichita. All six DAB's voted unanimously to recommend that the Plan be adopted as the new comprehensive plan for Wichita and Sedgwick County. At the public hearing held on August 20, 2015, the MAPC unanimously approved a resolution adopting the Community Investments Plan 2015-2035 as the new Comprehensive Plan for Wichita-Sedgwick County. Existing adopted neighborhood and area plans were also adopted as elements of the new Plan.

On September 22, 2015, MAPD staff briefed the Sedgwick County Board of Commissioners on the adopted Plan. This Plan does not take effect until it is approved by the governing bodies of the City of

Wichita and Sedgwick County. The Plan is going before the Board of Sedgwick County Commissioners at the October 7, 2015 meeting with a recommendation for approval.

**Analysis:** The attached Community Investments Plan 2015-2035 adopted by the MAPC is recommended to the Wichita City Council for approval as the new joint comprehensive plan for Wichita-Sedgwick County. It is a high-level policy plan that provides guidance for future Wichita growth, sets overall community investment priorities, and provides a decision-making framework to guide future public infrastructure investment decisions.

The following is a listing of new and/or significantly different elements of the Plan compared with the existing adopted comprehensive plan:

- A new Plan Vision Statement along with seven Core Community Values and five overarching Plan Guiding Principles to help set high-level context and guidance for future land use development and investment in public infrastructure;
- A new focus on future public infrastructure investment priorities;
- A new 2035 Urban Growth Areas Map and a 2035 Wichita Future Growth Concept Map;
- A new Wichita Urban Infill Strategy to support and facilitate greater levels of infill and redevelopment in Wichita's mature urban areas - to meet market demand and capitalize on the City's existing infrastructure investments;
- A Plan Elements section containing 10 goals and 46 strategies that set overall infrastructure investment priorities across the categories of: Funding and Financing; Transportation; Water, Sewer and Stormwater; Arts, Culture and Recreation; and Public Safety;
- A three-level Infrastructure Investment Decision-making Framework to systematically guide future public project spending decisions in a manner that supports community priorities, reflects willingness to pay, and is coordinated with market-driven growth.

**Financial Considerations:** Adopting the Community Investments Plan 2015-2035 involves no commitment of funding for the City of Wichita. Any City of Wichita funding of projects identified in the Plan will require future City Council action.

**Legal Considerations:** The MAPC, in accordance with Kansas state statutes, published the required public hearing notice in the official City and County newspaper on July 30, 2015, held a public hearing for the proposed Community Investments Plan 2015-2035 and approved a resolution adopting the Community Investments Plan 2015-2035 as the new Wichita-Sedgwick County Comprehensive Plan on August 20, 2015. The adopting ordinance has been reviewed and approved as to form by the Law Department.

**Recommendation/Actions:** It is recommended that the City Council approve the Community Investments Plan 2015-2035 as the new Wichita-Sedgwick County Comprehensive Plan, including those neighborhood and area plans itemized on Attachment "B" to the Resolution of the Wichita-Sedgwick County Metropolitan Area Planning Commission dated August 20, 2015, place the ordinance on first reading, authorize the necessary signatures, and instruct the City Clerk to publish the ordinance after approval on second reading.

**Attachments:** Certification of Adoption of the Wichita-Sedgwick County Comprehensive Plan  
Community Investments Plan 2015-2035 (including MAPC Resolution)  
Community Investments Plan Appendix  
MAPC Minutes  
Ordinance  
DAB memo

PUBLISHED IN THE WICHITA EAGLE ON OCTOBER 16, 2015  
ORDINANCE NO. 50-089

AN ORDINANCE ADOPTING THE COMMUNITY INVESTMENTS PLAN  
2015-2035 AS THE NEW WICHITA-SEDGWICK COUNTY  
COMPREHENSIVE PLAN.

WHEREAS, pursuant to the authority granted by the statutes of the State of Kansas, in K.S.A. 12-747 *et seq.*, the Wichita-Sedgwick County Metropolitan Area Planning Commission developed a Comprehensive Plan, adopted by the City of Wichita and Sedgwick County in 1993, and amended in 1996, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010 and 2011; and

WHEREAS, the Comprehensive Plan may be amended or a new Comprehensive Plan developed and adopted to ensure it reflects timely and relevant information and the needs of the community; and

WHEREAS, the City of Wichita and Sedgwick County in collaboration with the Wichita-Sedgwick County Metropolitan Area Planning Commission, did initiate the development of a new Comprehensive Plan in 2011; and

WHEREAS, before the adoption of any Comprehensive Plan or amendment thereto, the Wichita-Sedgwick County Metropolitan Area Planning Commission is required by K.S.A. 12-747 *et seq.* to hold a public hearing; and

WHEREAS, the Wichita-Sedgwick County Metropolitan Area Planning Commission did give notice by publication in the official City and County newspaper on July 30, 2015, of a public hearing to consider the adoption of a new Comprehensive Plan; and

WHEREAS, the Wichita-Sedgwick County Metropolitan Area Planning Commission, on August 20, 2015, did hold a public hearing at which a quorum was present, and did hear all comments and testimony relating to the said adoption of a new Comprehensive Plan; and

WHEREAS, the Wichita-Sedgwick County Metropolitan Area Planning Commission, on August 20, 2015, did approve a Resolution adopting the *Community Investments Plan 2015-2035* as the new Wichita-Sedgwick County Comprehensive Plan, and also adopting those neighborhood and area plans itemized on Attachment "B" of said Resolution as elements of the *Community Investments Plan 2015-2035*, which Resolution has been submitted to the Wichita City Council and the Board of County Commissioners of Sedgwick County for consideration.

NOW THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. The City of Wichita hereby approves the *Community Investments Plan*

2015-2035 as the new Wichita-Sedgwick County Comprehensive Plan, including those neighborhood and area plans itemized on Attachment “B” to the Resolution of the Wichita-Sedgwick County Metropolitan Area Planning Commission dated August 20, 2015.

SECTION 2. Notice of this action shall be transmitted to the Sedgwick County Board of County Commissioners and to all other taxing subdivisions in the planning area that request a copy of the plan.

SECTION 3. This Ordinance shall take effect and be in force from and after this adoption by the Governing Body and publication in the official City newspaper.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, this date  
October 13, 2015.

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Jeff Longwell, Mayor

ATTEST:

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Karen Sublett, City Clerk

(SEAL)

Approved as to form:

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Jennifer Magana, City Attorney and Director of Law

DAB Summary  
DER2015-01 Community Investment Plan

**DAB I:** The Plan was presented at the District I Advisory Board meeting on August 3, 2015.

DAB Members had the following questions and concerns:

- They were curious as to how the County Commission will receive the Plan. Staff said they will be meeting with them on August 18<sup>th</sup>.

**The action from the Board was to recommend that MAPC approve the plan. The motion passed 6-0.**

**DAB II:** The Plan was presented at the District II Advisory Board on August 10, 2015.

DAB Members had the following questions and concerns:

- Are there any plans for acquiring funding for these projects? **A:** The City is looking at different options and ways to do the projects.
- The \$9.5 billion is such a huge gap, it's difficult to even comprehend. **A:** You have to consider that for more than 20 years maintenance was under-funded.
- This plan makes me nervous, especially with what's going on at the County right now. I'm afraid that Arts and Culture will be eliminated due to infrastructure needs. I would contend that Arts and Culture is just as important to a community as infrastructure.

**The action from the Board was to recommend that the MAPC adopt the final draft *Community Investments Plan 2015-2035* as the new joint comprehensive plan for Wichita-Sedgwick County. The motion passed 8-0 with one DAB member requesting that the concerns about Arts and Cultural funding be noted.**

**DAB III:** The Plan was presented at the District III Advisory Board on August 5, 2015.

DAB Members had the following questions and concerns:

- One DAB member stated that he believes that the City really needs to focus on salvaging and saving neighborhoods, possibly using public/private partnerships for the areas where it is an entire block of blighted houses. He felt that neighborhoods were getting progressively worse.
- Another DAB member stated that she felt that it was a very well developed plan.

**The action from the Board was a motion to recommend that the MAPC approve the plan. The motion passed 10-0.**

**DAB IV:** The Plan was presented at the District IV Advisory Board on August 3, 2015.

DAB Members had the following questions and concerns:

- The DAB members collectively wanted to know what the chances were that the County would cooperate on the plan. Staff's response was that there is no guarantee, but they feel that this plan provided a better framework to address previous County concerns.

**The action from the Board was a motion to recommend that the MAPC approve the plan. The motion passed 8-0.**

**DAB V:** The Plan was presented at the District V Advisory Board on August 10, 2015.

DAB Members had the following questions and concerns:

- One DAB member wanted to know if infill development meant the City buying land from people or developers buying property, the answer given was that infill development referred to methods to make infill opportunities for developers easier through financing, code issues, and public/private partnerships.
- Another DAB member wanted to know how much the City can depend on the County to partner on the plan, the answer given was that it's a wait and see situation but that the City and County have partnered for almost 60 years. It was also noted that the County had involvement in the process including Commissioner Ranzou sitting on the steering committee.

**The action from the Board was a motion to recommend that the MAPC approve the plan. The motion passed 9-0.**

**DAB VI:** The Plan was presented at the District VI Advisory Board on August 3, 2015.

DAB Members had the following questions and concerns:

- One DAB member asked whether the focus on infrastructure and infill was expected to have an effect on the value of land and community demographics. The response provided stated that across the nation, more residents are locating in urban centers and that as downtown areas improve, the value of land naturally increases, as well. As for the demographics, a lot of factors contribute to a community's demographics and therefore changes could not be predicted from the plan alone.
- Another DAB member asked if incentives were provided to encourage developers to build on empty lots in the city's center? The response stated that yes, there were incentives, such as tax credits and incentives for rehabilitating existing buildings.
- A third DAB member inquired about the potential for increased retail in the downtown area. The response provided stated that business is market driven and as more people move into the city's center, there could be a sufficient market for certain types of retail in the future. No special incentives are being provided to attract these business above and beyond what is already being provided.
- A fourth DAB member inquired about the plan's approach to the transit system. The member was reminded that the plan establishes general guidelines and priorities, but that the City Council and departments would need to develop concrete strategies for addressing specific initiatives and needs.

**The action from the Board was a motion to recommend that the MAPC approve the plan. The motion passed 6-0.**

## EXCERPT MINUTES OF THE AUGUST 20, 2015 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING

**Case No.: DER2015-00001** - Public hearing to consider adoption of the Final Draft Community Investments Plan 2015-2035 as the new Wichita-Sedgwick County Comprehensive Plan, and as supplemented by current elements adopted by amendment to the existing comprehensive plan.

**Background:** In 2011, the City of Wichita and Sedgwick County initiated a process to develop the Community Investments Plan to replace the current joint City and County Comprehensive Plan which dates back to 1993. A more current and relevant plan is needed to provide a policy framework and set priorities to guide future public investments out to the year 2035 in municipal buildings and infrastructure (e.g. libraries, public safety buildings, streets, bridges, parks, water supply, sanitary and storm sewer, culture, and recreation, etc.).

In 2012, the City and County partnered with WSU to undertake a comprehensive assessment of all City and County infrastructure and facilities. A Plan Steering Committee was also jointly appointed by the Wichita and Sedgwick County Managers in late 2012 to begin the development of a new comprehensive plan. Seven of the 18-member Steering Committee are also members of the MAPC.

During 2013 and 2014, the Steering Committee developed and evaluated three possible long-term growth scenarios for Wichita. Following an extensive community engagement process in the spring and summer of 2014, a preferred growth scenario was selected by the Committee to serve as the basis for the development of the new comprehensive plan.

On January 22, 2015, the MAPC received a briefing and update on the development of the working draft plan. In March 2015, the Steering Committee released the draft *Community Investments Plan 2015-2035* for public review and feedback. The Planning Department organized four public open house events and provided over 40 presentations (April through June) to over 700 people on the draft Plan. Feedback was also received through the *Activate Wichita* website. The Steering Committee met on June 24, 2015 to finalize changes to the draft Plan based upon feedback received from the community engagement process and two workshops held with the Wichita City Council in April and June. In late June and early July, staff briefed the members of the Sedgwick County Board of Commissioners on the contents of the draft Plan.

On July 16<sup>th</sup>, the Advance Plans Committee passed a motion recommending that the MAPC set a public hearing date to consider the proposed adoption of the final draft *Community Investments Plan 2015-2035* as the new Comprehensive Plan for Wichita-Sedgwick County.

In early August 2015, staff presented the final draft of the Community Investments Plan to the six District Advisory Boards (DAB's) for the City of Wichita. All six DAB's voted unanimously to recommend that the Plan be adopted as the new comprehensive plan for Wichita and Sedgwick County.

**Analysis:** The final draft *Community Investments Plan 2015-2035* is recommended to the MAPC by the Plan Steering Committee for adoption as the new joint comprehensive plan for Wichita-Sedgwick County. It is a high-level policy plan that provides guidance for future Wichita growth, sets overall community investment priorities, and provides a decision-making framework to guide future public infrastructure investment decisions.

PLAN SUMMARY- What's new and/or significantly different compared with our existing comprehensive plan...

- A new *Plan Vision Statement* along with seven *Core Community Values* and five overarching *Plan Guiding Principles* to help set 'high-level' context and guidance for future land use development and investment in public infrastructure.
- A new focus on future public infrastructure investment priorities.



- A new 2035 *Urban Growth Areas Map* and a 2035 *Wichita Future Growth Concept Map*.
- A new *Wichita Urban Infill Strategy* to support and facilitate greater levels of infill and redevelopment in Wichita's mature urban areas - to meet market demand and capitalize on the City's existing infrastructure investments.
- A *Plan Elements* section containing 10 goals and 46 strategies that set overall infrastructure investment priorities across the categories of: *Funding and Financing*; *Transportation*; *Water, Sewer and Stormwater*; *Arts, Culture and Recreation*; and *Public Safety*.
- A three-level *Infrastructure Investment Decision-making Framework* to systematically guide future public project spending decisions in a manner that supports community priorities, reflects willingness to pay, and is coordinated with market-driven growth.

**Recommended Action:** That the Metropolitan Area Planning Commission adopt the resolution adopting the final draft Community Investments Plan 2015-2035 dated July 1, 2015 as the new Comprehensive Plan for Wichita-Sedgwick County (Attachment A), and also adopting those neighborhood and area plan itemized on Attachment B as elements of the Community Investments Plan 2015-2035. Notice of this action shall be transmitted to the City Council of the City of Wichita and to the Sedgwick County Board of County Commissioners for their consideration and adoption.

**Attachments:**

1. Resolution.
2. Attachments A - Final Draft *Community Investments Plan 2015-2035* dated July 1, 2015. This link will provide electronic access to the Plan document:

<http://www.wichita.gov/Government/Departments/Planning/Pages/Comprehensive.aspx>

3. Attachment B - Listing of neighborhood and area plans adopted as elements of the Final Draft *Community Investments Plan 2015-2035* dated July 1, 2015.

**DAVE BARBER**, Planning Staff presented the Staff Report. He recognized Cindy Miles, Co-Chair of the Comprehensive Plan Steering Committee. He gave a brief overview of the Plan starting with a pie chart depicting where CIP dollars come from and another pie chart depicting where CIP dollars are spent. He reviewed the engagement process and meetings held with various groups and stakeholders and how the Plan was developed including the Plan Vision Statement and guiding principles. He reviewed the seven (7) Core Community Values for framework of the Plan and the five (5) Guiding Principles.

**BARBER** reviewed future land use policies and commented that adopted neighborhood plans will be included because they provide additional policy guidance and more detail. He referred to the 2035 Urban Growth Areas Map for each city in Sedgwick County. He said the map was developed after a discussion with each city regarding future development and infrastructure needs, and it updates the current map developed in 2005. He referred to the Wichita Future Growth Concept Map which he indicated was very generalized and conceptual. He mentioned that the two (2) growth categories depicted on the map include new residential growth areas and new employment areas which will help the City better anticipate and plan for public infrastructure that will support market driven development. He mentioned population growth rates and job growth rates over the next 20 years. He said those are aggressive projections but the Plan Steering Committee felt like the community needed to aspire towards accelerated

growth if the community is going to be successful over the next 20 years. He also referred to the “established central area of the community” bounded by Ridge Road on the west, 29<sup>th</sup> Street on the north, Rock Road on the east and Pawnee Avenue on the south. He said it is projected that over the next 20 years, 12% of the City’s growth will occur in this area. He mentioned the four (4) key strategies of the Urban Infill Strategy.

**WARREN** asked about projections for additional multi-family.

**BARBER** said the Plan does not specifically identify multi-family; however, staff believes the majority of development will be multi-family residential. He said as community demographics change there will probably be more rental properties and multi-family development. He said by the year 2025-2030, half of all households will only have one person living in them.

**RICHARDSON** asked about Plan integration with the Transit Authority.

**BARBER** commented that the development that is being forecast in this Plan will probably not happen without transit improvements. He said the Transit Plan has not been finalized because they are adding routes to enhance service. He said the short answer would be yes.

**BARBER** continued reviewing Locational Guidelines and the Wichita Urban Infill Strategy. He said the Plan identified four (4) barriers to accelerated infill including neighborhood opposition, regulatory barriers, old infrastructure, and land assembly and financing issues. He said strategies were developed to help solve those barriers.

**MCKAY** asked about enlarging the growth pattern area on the map and referenced testimony the Steering Committee received from developers. He said infill inside that area is a lot more expensive than on the fringes.

**WARREN** (Out @3:30 p.m.)

**BARBER** said although this is not a hard line in the sand, it is the key target area for now. However, he added that there will be other infill opportunities outside of this area. He said staff will review and amend the Plan on an annual basis and make adjustments based on the market. He said the Plan is intended to be dynamic and flexible as the City moves forward.

**RICHARDSON** commented that transit would make those areas attractive as infill. He said it does not appear to him that transit is being coordinated with where development could occur in the future.

**BARBER** commented that two pieces of the Plan talk about transit and added that public investment in transit is a medium investment item, not a low priority. He referenced Page 31 of the Plan and quoted a general statement about transit.

**RICHARDSON** said transit can be key and mentioned that in Washington, DC and other cities being near the Metro is a key point for property values because you can’t move the Metro. He said here, it seems like Transit moves the routes every six (6) months which does not encourage development. He said Wichita needs to think about how they can encourage that to help development in the future.

**BARBER** commented that was a good point.

**BARBER** continued the presentation by mentioning the ten (10) goals and 46 strategies scattered among the five (5) Plan chapters that were developed to set policy guidance for public infrastructure spending and investment. He said the categories were funding and financing; transportation; water, sewer and stormwater; arts, culture and recreation; and public safety. He reviewed each category, the priority of the category and the goals and strategies for each.

**BARBER** reviewed Plan Implementation including a list of proposed projects and costs allocated by the three (3) categories which were maintain and replace; enhance and expand. He said there is a gap of approximately \$9.5 billion between project costs versus forecasted revenues. To address this issue he said the Plan included Infrastructure Investment Decision Making Framework which was a three level systematic analysis to evaluating projects by merit and detail, funding and relation to the CIP Program.

**BARBER** concluded by mentioning addition of a commitment to monitoring, reviewing and amending the Plan to keep it current and relevant. He briefly summarized what was new in the Plan including the vision statement, the seven (7) core community values and five (5) guiding principles, a Plan that is strongly focused on public infrastructure priorities, updated Urban Growth Area Map, updated Wichita Growth Concept Map, new urban infill strategy, plan elements to set priorities and infrastructure spending, three level investment decision marking framework and a commitment to keeping the Plan relevant and current.

**BARBER** said the Plan received unanimous approval from all six (6) District Advisory Boards, and staff plans to present the Plan to both the City Council and County Commission in early October for final approval.

**CINDY MILES, 1506 EAST 59<sup>th</sup> STREET SOUTH, WICHITA, KANSAS** said this has been an extensive process for this Committee and feels they have done their research, listened to a lot of input from professionals, city staff and people in the community. She said she thinks it is a good plan. She said she wanted to tell everyone present who served on the committee for the past 2 ½ years how much she appreciates the work they did on the Plan. She urged the Commission to support the Plan and make sure that in the future the Plan is used as a tool not put on a shelf.

**JOHN STEVENS, 3125 EAST BOSTON** said he spent a lot of time with members of the Comprehensive Plan Steering Committee watching them agonize over what to put in and take out to balance the Plan the best way they could. He referenced his work in the gas and oil industry and commented that the maps they used were mostly “hope sheets”. He said he didn’t want to call this Plan a hope sheet because there was a lot more science used in development of this Plan. He said the Comprehensive Plan Steering Committee were dedicated and staff did a wonderful job. He said this is not a perfect plan but it makes you think about where we are going in the future. He said he thinks it’s an important process to do as much planning as you can and, he urged the Commission to vote yes on the Plan.

**J. JOHNSON** thanked Cindy Miles for going above and beyond as Co-Chair of the Steering Committee and the extra time and effort she put in going out into the community to make presentations on the Plan.

**DENNIS** commented that the Plan has been before the Advance Plans Committee several times. He wanted to echo Commissioner Johnson's comments and added that he thinks staff has done tremendous job, and he appreciates all the hard work.

**FOSTER** said he also wanted to commend staff. He said as a Committee member he wanted to recognize the input and effort staff made to go out and seek input from the community. He said he thinks the plan is well done graphically and is easy to read, and it represents the community at this point in time very well.

**MILLER STEVENS** said as a member of the Committee she was always encouraged by the work everyone did on the Plan. She said she believes it is a good document to move forward with and encouraged everyone to support the Plan.

**MOTION:** To adopt the resolution adopting the final draft Community Investments Plan 2015-2035 dated July 1, 2015 as the new Comprehensive Plan for Wichita-Sedgwick County, and also adopting those neighborhood and area plans itemized on Attachment B as elements of the Community Investments Plan 2015-2035.

**J. JOHNSON** moved, **FOSTER** seconded the motion, and it carried (10-0).

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**CERTIFICATION OF ADOPTION OF  
THE  
WICHITA-SEDGWICK COUNTY COMPREHENSIVE PLAN**

I, W. David Barber, Interim Director of the Metropolitan Area Planning Department, and Interim Secretary for the Metropolitan Area Planning Commission, hereby certify that the attached *Community Investments Plan 2015-2035* is a true and correct copy of the new Wichita-Sedgwick County Comprehensive Plan adopted by the Metropolitan Area Planning Commission on August 20, 2015.

A handwritten signature in black ink, appearing to read 'W. David Barber', is written over a horizontal line.

W. David Barber, Interim Director  
Metropolitan Area Planning Department





# Community**Investments***Plan*

...a framework for the future, **2015-2035**

A New Comprehensive Plan for Wichita-Sedgwick County

Adopted by the Wichita-Sedgwick County Planning Commission on August 20, 2015



*Sedgwick County...*  
*working for you*





## RESOLUTION

### WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION

WHEREAS, pursuant to the authority granted by the statutes of the State of Kansas, in K.S.A. 12-747 et seq., the Wichita-Sedgwick County Metropolitan Area Planning Commission developed a Comprehensive Plan, adopted by the City of Wichita and Sedgwick County in 1993, and amended in 1996, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010 and 2011; and

WHEREAS, the Comprehensive Plan may be amended or a new Comprehensive Plan adopted to ensure it reflects timely and relevant information and the needs of the community; and

WHEREAS, before the adoption of any Comprehensive Plan or amendment thereto, the Wichita-Sedgwick County Metropolitan Area Planning Commission is required by K.S.A. 12-747 et seq. to hold a public hearing; and


WHEREAS, the Wichita-Sedgwick County Metropolitan Area Planning Commission did give due and proper notice by publication in the official City and County newspapers on July 30, 2015, of a public hearing to be held to consider the adoption of a new Comprehensive Plan; and

WHEREAS, the Wichita-Sedgwick County Metropolitan Area Planning Commission, on August 20, 2015, did hold a public hearing at which a quorum was present, and did hear all comments and testimony relating to said adoption of a new Comprehensive Plan;

NOW, BE IT THEREFORE RESOLVED, the Wichita-Sedgwick County Metropolitan Area Planning Commission duly assembled, hereby adopts the Community Investments Plan 2015-2035, dated July 1, 2015 and attached herein as Attachment "A", as the new Wichita-Sedgwick County Comprehensive Plan, and also adopts those neighborhood and area plans itemized on Attachment "B" as elements of the Community Investments Plan 2015-2035, dated July 1, 2015.

BE IT FURTHER RESOLVED, that notice of this action be transmitted to the City Council of the City of Wichita and to the Sedgwick County Board of County Commissioners for their consideration and adoption.

ADOPTED at Wichita, Kansas, this 20<sup>th</sup> day of August, 2015.

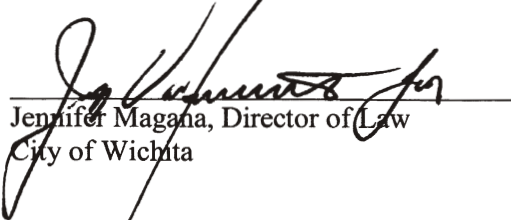


Matt Goolbsy, Chairman  
Wichita-Sedgwick County Metropolitan Area  
Planning Commission



W. David Barber, Interim Secretary  
Wichita-Sedgwick County Metropolitan Area  
Planning Commission

Approved as to Form:



Jennifer Magana, Director of Law  
City of Wichita



## ATTACHMENT “B”

The following Neighborhood and Area Plans and amendments thereto are hereby adopted as elements of the Community Investments Plan 2015-2035, dated July 1, 2015:

	<u>Adopted by Wichita City Council</u>	<u>Adopted by Sedgwick County Board of Commissioners</u>
Center City Neighborhood Revitalization Plan	February 15, 2000 Ord. No. 44-495	February 9, 2000 Res. No. 19-00
Hilltop Neighborhood Revitalization Plan	August 22, 2000 Ord. No. 44-701	August 16, 2000 Res. No. 143-00
Delano Neighborhood Revitalization Plan	March 20, 2001 Ord. No. 44-896	March 7, 2001 Res. No. 35-01
Oaklawn/Sunview Neighborhood Revitalization Plan	April 9, 2002 Ord. No. 45-299	March 20, 2002 Res. No. 37-02
South Wichita-Haysville Area Plan	April 2, 2002 Ord. No. 45-248	March 20, 2002 Res. No. 36-02
McAdams Neighborhood Plan	June 3, 2003 Ord. No. 45-726	May 14, 2003 Res. No. 114-03
Midtown Neighborhood Revitalization Plan	May 18, 2004 Ord. No. 46-179	May 19, 2004 Res. No. 87-04
21st Street North Corridor Revitalization Plan	January 4, 2005 Ord. No. 46-434	December 22, 2004 Res. No. 233-04
Urban Fringe Development Standards for Wichita and Sedgwick County	December 14, 2004 Endorsed	December 15, 2004 Endorsed
Central Northeast Area Plan Update	September 22, 2005 Ord. No. 46-657	September 14, 2005 Res. No. 158-05
South Central Neighborhood Plan	May 16, 2006 Ord. No. 47-033	May 10, 2006 Res. No. 72-06
K-96 Corridor Economic Development Plan	November 21, 2006 Ord. No. 47-304	November 15, 2006 Res. No. 166-06
47th to 55th Street South Joint Area Plan	June 17, 2008 Ord. No. 47-914	June 18, 2008 Res. No. 94-08
Wichita Parks, Recreation and Open Space Plan	January 6, 2009 Ord. No. 48-153	December 17, 2008 Res. No. 192-08
Derby-Mulvane Joint Area Plan	September 21, 2010 Ord. No. 48-832	September 8, 2010 Res. No. 155-10
Project Downtown - The Master Plan for Wichita	December 14, 2010 Ord. No. 48-919	February 23, 2011 Res. No. 29-11





# CommunityInvestmentsPlan

...a framework for the future, 2015-2035

A New Comprehensive Plan for Wichita-Sedgwick County

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## *Plan Steering Committee Members*

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<b>Name</b>	<b>Representing</b>
Mitch Coffman	Sedgwick County Board of Commissioners
Richard Ranzau	Sedgwick County Board of Commissioners
James Roseboro	Wichita City Council
Gary Schmitt	Wichita City Council
David Foster	Metropolitan Area Planning Commission
Matt Goolsby	Metropolitan Area Planning Commission
Joe Johnson	Metropolitan Area Planning Commission
John McKay	Metropolitan Area Planning Commission
Mitch Mitchell	Metropolitan Area Planning Commission
Bill Ramsey	Metropolitan Area Planning Commission
Debra Miller Stevens	Metropolitan Area Planning Commission
Ken Lee	Sedgwick County Association of Cities
Randy Oliver	Sedgwick County Association of Cities
Stacy Christie	Community-at-Large
Susan Estes (Co-Chair)	Community-at-Large
Bryan Frye	Community-at-Large
Julie Hedrick	Community-at-Large
Cindy Miles (Co-Chair)	Community-at-Large

## *Wichita-Sedgwick County Metropolitan Area Planning Department Staff Support*

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John Schlegel, Planning Director  
 Dave Barber, Advanced Plans Manager  
 Scott Knebel, Downtown Revitalization Manager  
 Stephen Banks, Senior Planner  
 Jess McNeely, Senior Planner  
 Scott Wadle, Senior Planner  
 Ashley Jones, Planning Aide  
 Jim Schiffelbein, Planning Aide



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## Plan Introduction and Overview





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## Plan Introduction

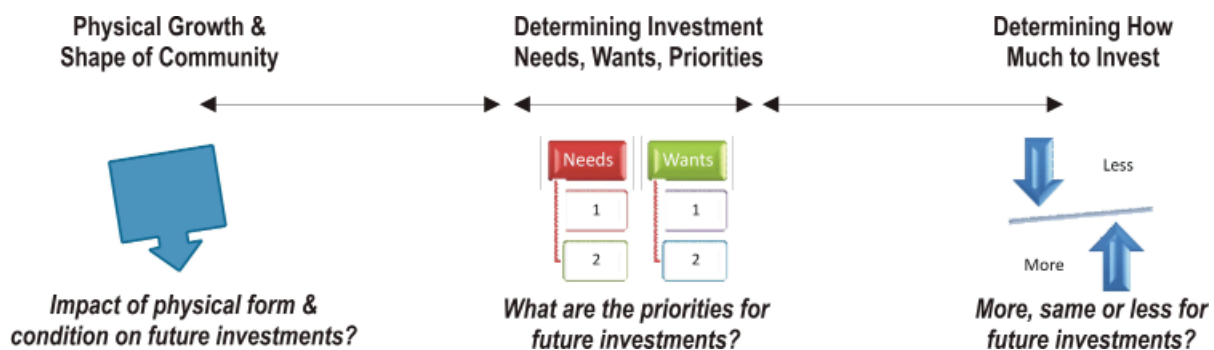
### Why This Plan

- The State of Kansas requires cities and counties to have a comprehensive plan in order to exercise authorized development reviews, and to guide spending decisions on public infrastructure and facilities.
- The current joint comprehensive plan for Wichita and Sedgwick County dates back to 1993. A new plan is needed in an era of diminishing revenues and fiscal constraint.
- A new joint comprehensive plan is needed to guide the future growth, development and public infrastructure investment decisions of Wichita and Sedgwick County (our community) over the next 20 years. Accordingly, this new plan is called the Community Investments Plan ... a framework for the future.
- This Plan will better guide the long-term capital improvement programs for Wichita and Sedgwick County in the overall Plan context of:
  - > Promoting economic growth and job creation
  - > Advancing community quality of life and safety
  - > Creating a community that will attract and retain future generations

### Setting Our Public Infrastructure Investment Priorities

- Over many decades, investment in public infrastructure has shaped our community's economy and quality of life. This investment has also influenced private investment decisions in Wichita and Sedgwick County.
- Current and future generations in Wichita and Sedgwick County will live with the infrastructure investment decisions we make today, just as we live with those decisions of past generations.
- The primary public infrastructure investment challenges our community faces over the next 20 years are determining:
  - > How best for the City of Wichita to grow
  - > How much and where best to spend or not spend in terms of future City and County public infrastructure and facility investment
  - > How to close the long-term gap between our future investment needs and wants and our projected revenues (ability to pay)
- The following graphic illustrates three key inter-related elements that ultimately shape our public infrastructure and facility investment decisions.

### Community Investment Plan Development – Key Interrelated Elements





## Developing the Plan

This Plan has been developed by an 18-member Plan Steering Committee jointly appointed by the City and County, with technical support provided by staff from the Wichita-Sedgwick County Metropolitan Area Planning Department, the City of Wichita and Sedgwick County. The Plan is reflective of the following considerations:

### Existing Infrastructure Conditions Assessment (see Appendix for details)

- A comprehensive assessment of all Wichita and Sedgwick County infrastructure and facilities in 2011-12 revealed that 38% of Wichita's infrastructure is in a 'deficient/fair' condition (about 11% of the County's infrastructure is in a 'deficient/fair' condition).
- Costs of bringing existing deficient Wichita infrastructure (primarily local streets, aging water and sewer lines) up to standards is estimated at an additional \$45-55 million annually.
- Ongoing existing infrastructure replacement costs are estimated to require an additional \$102 million annually for Wichita.
- This situation is due in part to decades of under-investment in maintaining Wichita's local road, water and sewer infrastructure.

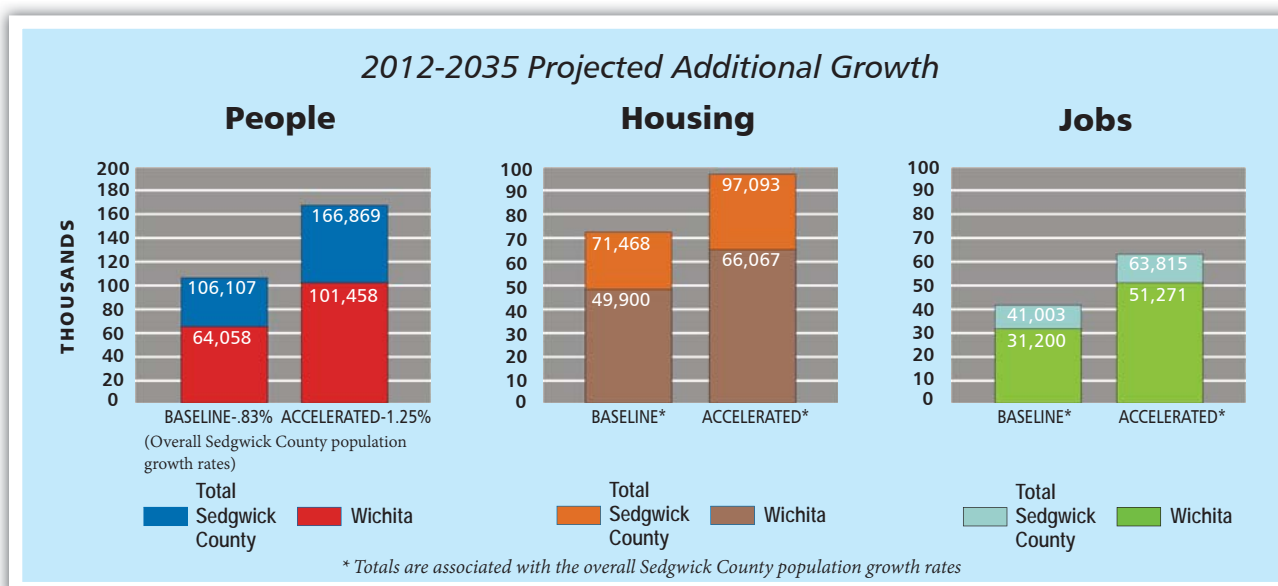
### Community Trends and Challenges Ahead

(see Appendix for details)

- Our infrastructure investment decisions and future growth will be influenced by the following fiscal/economic shifts:
  - Diminishing state and federal funding for local infrastructure;
  - Slowing locally generated revenues for Wichita and Sedgwick County;
  - Rising costs of maintaining existing infrastructure and facilities; and,
  - Slowing new job creation and employment growth rates.

### Population and Employment Growth Projections: 2012 to 2035 (see Appendix for details)

This Plan has been developed with a *baseline growth rate* (0.83%) and an *accelerated growth rate* (1.25%) for annual population growth and associated employment growth projections in Wichita and Sedgwick County. The accelerated growth rate is reflected in the 2035 *Urban Growth Areas Map* and the 2035 *Wichita Future Growth Concept Map*.





### *Preferred Wichita 2035 Growth Scenario Development (see Appendix for details)*

- Three 2035 growth scenarios were developed for Wichita to illustrate a range of possible growth patterns and associated infrastructure investment impacts. These scenarios were called *Current Trends*; *Constrained Suburban Growth*; and *Suburban and Infill Growth Mix*.
- Growth and development patterns depicted in the *Suburban and Infill Growth Mix* scenario reflected a more constrained suburban growth pattern combined with increased urban infill growth in Wichita's mature urban neighborhoods (the Established Central Area). This scenario required the least amount of expansion to Wichita's existing system of infrastructure, and placed greater investment priority on maintaining our existing infrastructure and transit system. This scenario became the basis for the development of the *2035 Wichita Future Growth Concept Map*.
- There is currently a \$9-10 billion gap over the next 20 years between Wichita's planned future infrastructure and facility expenditures and its projected revenues. Different growth scenarios alone won't close this gap ... a combination of new revenues, shifting project priorities and reducing project expenditures will be necessary.

### *Listening to the Community (see Appendix for details)*

- Most City and County residents may not be aware of the current condition of our public assets, nor may they be aware of current City and County spending plans for the maintenance and expansion of these assets. During the development of this Plan, ongoing efforts have been made to better inform and educate the community on these important issues.
- Public outreach initiatives have included a *community-wide survey*, *eight informal public open house meetings*, *nine community discussion meetings* and *over 40 presentations* to community/neighborhood groups, business organizations and service clubs. The web-based Activate Wichita engagement tool has also been utilized.

## Plan Overview

Within the broader context of the 2035 Plan Vision Statement, Plan Guiding Policy Principles and the Future Land Use Policies, this Plan provides an Infrastructure Investment Decision-making Framework to guide future public investment decisions that best reflect our community's highest priority needs and wants, and "willingness to spend" on public infrastructure. This Plan is comprised of the following components:

### 1. 2035 Plan Vision Statement and Core Community Values

A general statement describing what we envision our community will be 20 years from now in terms of employment and quality of life opportunities:



**“Building on our rich aviation and entrepreneurial heritage, Wichita-Sedgwick County is a global center of advanced manufacturing and high-tech industry and a premier service, education, health and retail center for South Central Kansas. People feel safe and enjoy affordable housing choices in diverse, vibrant neighborhoods offering unique quality living environments and active, healthy lifestyles with access to arts, culture and recreation.”**





Seven core community values also collectively define our community approach and beliefs for the purposes of this Plan:

- *Common-sense Approach*
- *Fiscal Responsibility*
- *Growth-oriented*
- *Inclusiveness and Connectivity*
- *Cultural Richness*
- *Vibrant Neighborhoods*
- *Quality Design*

## 2. Plan Guiding Policy Principles

Five overarching themes and aspirations for our community's future. They help set relative priorities at the broadest and highest levels for future public infrastructure and facility investment decisions:

**1. Support an Innovative, Vibrant and Diverse Economy**

**2. Invest in the Quality of Our Community Life**

**3. Take Better Care of What We Already Have**

**4. Make Strategic, Valued-added Investment Decisions**

**5. Provide for Balanced Growth but with Added Focus on Our Established Neighborhoods**

## 3. Future Land Use Policies

**2035 Urban Growth Areas Map** - Depicts the anticipated growth pattern and extension of city limits for the cities of Sedgwick County.

**2035 Wichita Future Growth Concept Map** - Depicts the preferred 2035 growth concept for Wichita based on projected population/employment growth rates.

**Locational Guidelines** - Encourages compatible and appropriate future land use change in Wichita and unincorporated Sedgwick County.

**Wichita Urban Infill Strategy** - Encourages appropriate infill development in Wichita's Established Central Area.

Neighborhood and area plans adopted as elements of the Wichita-Sedgwick County Comprehensive Plan will provide additional land use policy guidance as applicable.

## 4. Plan Elements

A set of Plan Goals and Strategies to guide public infrastructure and facility investment decisions pertaining to each of the following Plan elements:

**Funding and Financing** - Guidance on how we should best fund and finance our public infrastructure and facilities.

**Transportation** - Guidance on how we should best invest in our transportation infrastructure and facilities.

**Water, Sewer and Stormwater** - Guidance on how we should best invest in our water, sewer and stormwater infrastructure and facilities.

**Arts, Culture and Recreation** - Guidance on how we should best invest in our arts, culture and recreation facilities.

**Public Safety** - Guidance on how we should best invest in our public safety facilities.

**Priority Enhancement Areas for Wichita Public Infrastructure Projects Map** - Guidance on priority areas for aesthetic enhancements to planned City of Wichita public improvements.

## 5. Plan Implementation

### Part 1. Infrastructure Investment Decision-making Framework

This framework is intended to help close the long-term cost/revenue gap between our currently planned future infrastructure expenditures and our projected revenues. Three different levels of evaluation are recommended for both new and replacement infrastructure projects. This encourages best practices for public infrastructure investment decision-makers. It also enables strategic investment decision-making by aligning funding priorities with community priorities as reflected in the 2035 Plan Vision Statement, Core Community Values and Plan Guiding Policy Principles.







## Part 2. Plan Monitoring, Review and Amendment

An ongoing, systematic approach to monitor community change, and review and amend the Plan so that it remains relevant and appropriate for our community.

### Plan Appendix

Under separate documentation, the Plan Appendix contains important and relevant background information listed below that has been helpful in shaping the development of this Plan:

- *Wichita 2035 Growth Scenarios*
- *Community Trends & Challenges Ahead*
- *Existing Conditions & Community Infrastructure Assessment*
- *Community Engagement*





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## Plan Vision, Community Values and Guiding Principles





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## 2035 Plan Vision Statement

The 2035 Plan Vision Statement below describes what kind of future we want to help make for our community over the next twenty years based on our public infrastructure and facility investment decisions.

**“Building on our rich aviation and entrepreneurial heritage, Wichita-Sedgwick County is a global center of advanced manufacturing and high-tech industry and a premier service, education, health and retail center for South Central Kansas. People feel safe and enjoy affordable housing choices in diverse, vibrant neighborhoods offering unique quality living environments and active, healthy lifestyles with access to arts, culture and recreation.”**

## Core Community Values

Listed below are important **Core Community Values** that define our community approach and beliefs for the purposes of this Plan. These core values collectively provide the context in which the Plan Guiding Policy Principles will be accomplished:

- **Common-sense Approach** – pragmatic; market-driven; competitive; low tax burden; appropriate/simplified regulations only as necessary; strong belief in personal rights and property rights.
- **Fiscal Responsibility** – don’t spend more than you have; spend and invest wisely; take care of what you have; build on what you have; maximize ‘return-on-investment’.

- **Growth-oriented** – innovate; re-invent; diversify; entrepreneurial; positive ‘can-do’ attitude; the future holds hope and promise.
- **Inclusiveness and Connectivity** – easy to get around; social and technological accessibility.
- **Cultural Richness** – visual and performing arts; educational achievement; diversity of cuisine; strong community events and celebrations; philanthropy; community service; value racial diversity; community pride and heritage.
- **Vibrant Neighborhoods** – care about neighbors, value condition of property, take pride in quality of place and where we live.
- **Quality Design** – value public art, attractive and sustainable design, and community aesthetics.

## Plan Guiding Policy Principles

The following **Plan Guiding Policy Principles**:

- Represent the overarching themes, aspirations and actions for our community’s future,
- Reflect the 2035 plan vision statement and our core community values,
- Guide future land use policies and the plan element goals and strategies,
- Help set relative priorities at the broadest and highest levels for future investment decisions and funding/expenditure reductions.

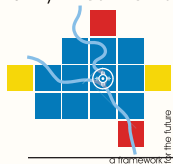
### 1. Support an Innovative, Vibrant and Diverse Economy

**Without good jobs and opportunities for all to prosper, our vision and aspirations as a community cannot be achieved.**

#### Core Community Value Elements

**Common-sense Approach:** Promote an environment of low taxes and reasonable regulation





**Fiscal Responsibility:** Target economic development investments in areas with the greatest public return

**Growth-oriented:** Focus on innovation and diversification for start-ups, entrepreneurship and growing existing businesses

**Inclusiveness and Connectivity:** Improve transportation connections to businesses for employees and customers of all incomes and abilities

**Cultural Richness:** Encourage a culture of corporate philanthropy and encourage culturally-diverse business areas

**Vibrant Neighborhoods:** Support neighborhood-scale business development

**Quality Design:** Utilize aesthetic and cohesive treatments in major business areas to encourage compatibility with adjacent businesses and residential areas

## 2 . Invest in the Quality of Our Community Life

Quality of life is important to both current and future residents of our community and is essential to support job growth and a strong economy.

### Core Community Value Elements

**Common-sense Approach:** Ensure that basic services are delivered efficiently and effectively

**Fiscal Responsibility:** Make strategic investments in public resources and facilities that will benefit current and future residents

**Growth-oriented:** Foster quality of life amenities that attract and retain talented workers

**Inclusiveness and Connectivity:** Provide equitable access to arts, culture and recreation

**Cultural Richness:** Support broad-based diversity in quality of life opportunities, events and facilities

**Vibrant Neighborhoods:** Provide safe, active and healthy living environments in all neighborhoods

**Quality Design:** Make strategic investments in iconic facilities that create a community of distinction

## 3 . Take Better Care of What We Already Have

Maintaining and preserving existing infrastructure and community facilities is a high priority for citizens, supports economic growth and quality of life/place, and makes sound fiscal sense.

### Core Community Value Elements

**Common-sense Approach:** Invest in maintenance first

**Fiscal Responsibility:** Establish long-term maintenance programs based on asset life-cycle

**Growth-oriented:** Leverage maintenance investments to promote infill development

**Inclusiveness and Connectivity:** Take a systems and networks-based approach

**Cultural Richness:** Re-invest in public facilities and infrastructure throughout our community

**Vibrant Neighborhoods:** Invest in existing neighborhood stability, redevelopment and growth

**Quality Design:** Consider life-cycle costs





## 4. Make Strategic, Valued-added Investment Decisions

Our limited public resources must be focused on infrastructure and community facility investments that best support the vision for our future. Priority will be given to projects that support economic growth and job diversification, are multi-purposed and have multiple impacts for the greatest benefit to our community.

### Core Community Value Elements

**Common-sense Approach:** Use the comprehensive plan to guide capital improvement programming

**Fiscal Responsibility:** Ensure that our investments are scale-appropriate and maximize economic and social returns that are measurable

**Growth-oriented:** Tie major infrastructure investments to economic development

**Inclusiveness and Connectivity:** Focus major transportation investments on critical community-wide connections

**Cultural Richness:** Make strategic long-term investments in cultural facilities

**Vibrant Neighborhoods:** Use multi-faceted and strategic approaches

**Quality Design:** Use context-sensitive design for infrastructure projects



## 5. Provide for Balanced Growth but with Added Focus on Our Established Neighborhoods

Growth can be expected to occur in all parts of our community and should be supported. Established neighborhoods will receive more attention than has been given in previous comprehensive plans in order to promote growth and maintain vibrancy/quality of place.

### Core Community Value Elements

**Common-sense Approach:** Target areas of greatest opportunity

**Fiscal Responsibility:** Establish a funding mechanism for the additional maintenance costs of existing and new infrastructure

**Growth-oriented:** Support growth in all areas of our community

**Inclusiveness and Connectivity:** Promote physical, social and economic accessibility and connectivity for all

**Cultural Richness:** Enhance existing cultural facilities

**Vibrant Neighborhoods:** Focus growth in established neighborhoods and encourage infill development programs

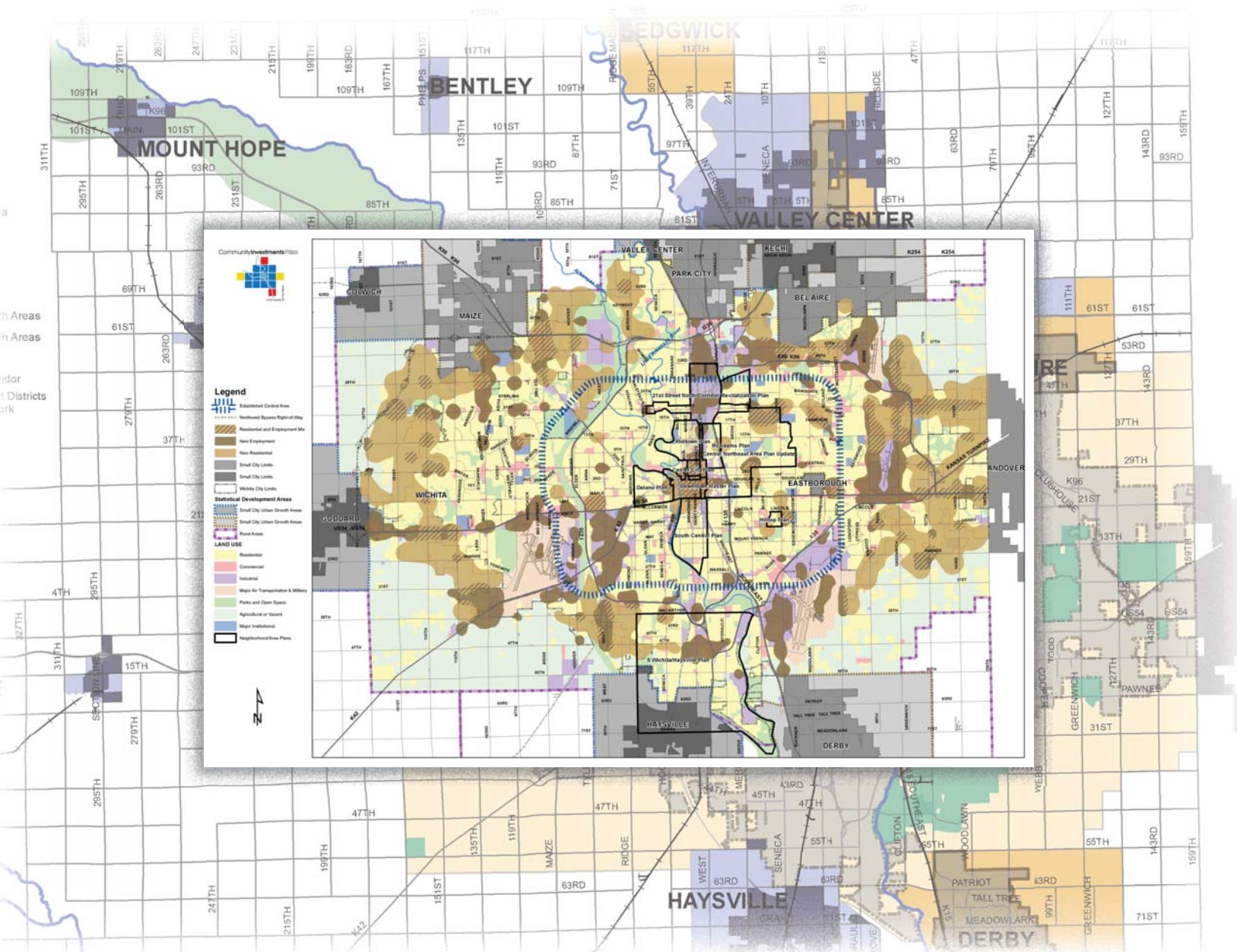
**Quality Design:** Support infill project designs that enhance value in existing neighborhoods





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# Future Land Use Policies



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## Future Land Use Policies

### Introduction

The purpose of the Future Land Use Policies is to encourage orderly growth that meets future market demand while considering impacts to taxpayers, developers, the environment, and the community as a whole. These policies reflect the 2035 Plan Vision Statement, Core Community Values, and Plan Guiding Policy Principles and guide future land use through the ongoing comprehensive planning process.

The Future Land Use Policies are comprised of the following *four components* which are described in this section of the Plan:

#### 1. 2035 Urban Growth Areas Map

Depicts anticipated long-term growth patterns for the cities of Sedgwick County. These areas are not prescriptive or binding in nature but serve as a reasonable indication as to where the future efficient and fiscally responsible extension of public infrastructure, services, and corporate limits could occur by 2035.

#### 2. 2035 Wichita Future Growth Concept Map

Depicts the preferred 2035 future growth concept for Wichita. This concept is based upon projected population and employment growth rates, reflects the Plan Guiding Policy Principles, and strategically guides future public investment that supports the growth of Wichita.

#### 3. Locational Guidelines

Provide a framework for decision-making regarding land use changes so as to: encourage patterns of development that efficiently and effectively use land, public infrastructure, and services; strive for compatibility among various land uses; and, promote quality of place through design.

#### 4. Wichita Urban Infill Strategy

Focuses on Wichita's Established Central Area (comprised of the downtown core and the mature neighborhoods surrounding it in a roughly three mile radius)

and 'areas of opportunity' within it that have the most vacant/underutilized parcels where infill development can reverse patterns of abandonment and decline. The strategy provides a framework for addressing: regulatory barriers; infrastructure in need of modernization; neighborhood concerns about different housing types or incompatible uses; difficulties with land assembly and financing; and, preserving areas of stability.

These *four components* constitute the Future Land Use Policies. To ensure needed flexibility in the application of the Future Land Use Policies, it is important to continue to modify land use implementation tools such as the zoning and subdivision regulations to maintain consistency with the Plan as it is amended in the future.

### Adopted Neighborhood and Area Plans

Neighborhood and area plans adopted as elements of the Wichita-Sedgwick County Comprehensive Plan will provide additional land use policy guidance as applicable, to supplement the overall guidance provided by the Future Land Use Policies.







## 1. 2035 Urban Growth Areas Map

(Refer to fold-out map on page 19)

## 2. 2035 Wichita Future Growth Concept Map

(Refer to fold-out map on page 20) The *2035 Wichita Future Growth Concept Map* visually portrays the goals and policies of the Wichita-Sedgwick County Comprehensive Plan. It generally illustrates anticipated development patterns and provides a generalized guide to future land use, development and rezoning decisions within the City of Wichita and its 2035 urban growth area. The categories shown are intended to provide a generalized guide to land use based upon functional use classifications, rather than by type of facility or type of ownership. The small-scale nature of the map does not allow for detailed assessment on an individual parcel basis. Suitability of future development at the site-specific, facility level needs to be determined based upon existing land uses and zoning, along with the Locational Guidelines and Wichita Urban Infill Strategy, as applicable. Development proposals that do not exactly match these guides but reflect market place demand should be given reasonable consideration, if they do not present extraordinary new public infrastructure or service burdens on the community.

**Established Central Area:** Comprised of the downtown core and the mature neighborhoods surrounding it in a roughly three mile radius, the Established Central Area is the focus area for the Wichita Urban Infill Strategy.

**New Residential:** Encompasses areas of land that likely will be developed or redeveloped by 2035 with uses predominately found in the Residential category. Pockets of Major Institutional and Commercial uses likely will be developed within this area as well, based upon market-driven location factors. In certain areas, especially those in proximity to existing industrial uses, highways, rail lines, and airports, pockets of Industrial Uses likely will be developed.

**New Employment:** Encompasses areas that likely will be developed or redeveloped by 2035 with uses that constitute centers or concentrations of employment primarily in manufacturing, warehousing, distribution, construction, research, technology, business services, or corporate of-

fices. Major shopping centers and office parks likely will be developed within this area as well, based upon market driven location factors. In certain areas, especially those in proximity to existing residential uses, higher density housing and convenience retail centers likely will be developed. In areas where the uses are already established, pockets of industrial uses associated with extraction, processing or refinement of natural resources or recycling of waste materials likely will be developed.



**New Residential/Employment Mix:** Encompasses areas of land that likely will be developed or redeveloped by 2035 with uses predominately of a mixed nature. Due to the proximity of higher intensity businesses uses, residential housing types within this area likely will be higher density. Due to the proximity of residential uses, employment uses likely will have limited negative impacts associated with noise, hazardous emissions, visual blight, and odor.





# 2035 Urban Growth Areas Map

(This map is not reflective of any Zoning Areas of Influence in Sedgwick County)

The 2035 Urban Growth Areas Map visually portrays the anticipated growth patterns for the cities of Sedgwick County. Municipal growth patterns that do not exactly match this guide but reflect marketplace demands should be given reasonable consideration, if they do not present extraordinary new public service burdens on the community. It is also important to note that the 2035 urban growth areas depicted are not prescriptive or binding in nature. They serve only as a reasonable indication as to where the future efficient extension of public municipal services and corporate limits could occur by the year 2035.

**Small City Urban Growth Areas:** Generally located adjacent to existing municipal boundaries, these areas indicate the likely direction and magnitude of growth these communities can expect to experience out to the year 2035. Determination of growth direction and amount is based upon municipal political considerations, anticipated municipal population growth, efficient patterns of municipal growth, current infrastructure limitations, cost effective delivery of future municipal services and environmental factors.

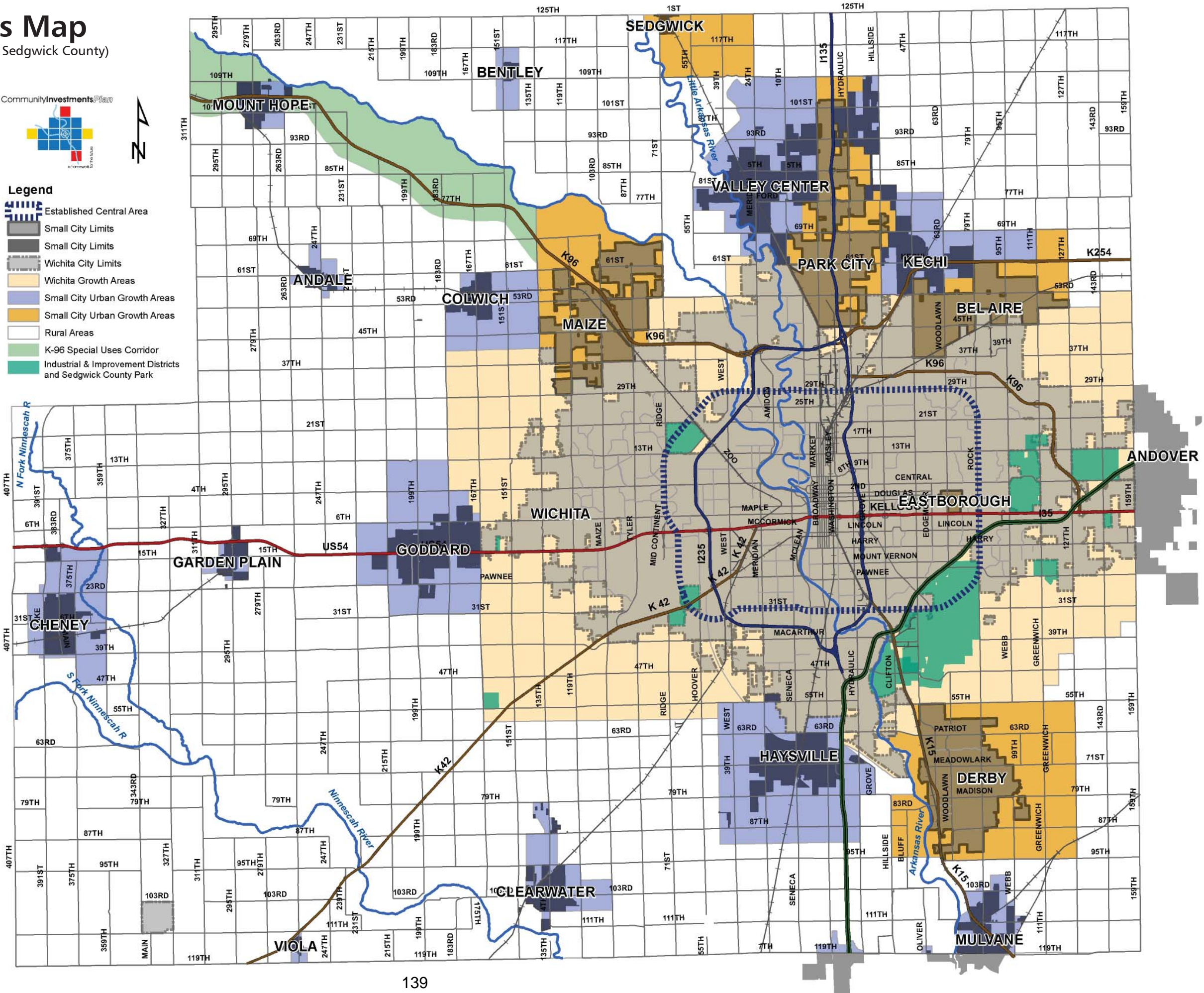
**Wichita Urban Growth Area:** Areas adjacent to Wichita that are primarily undeveloped but have the potential to be developed by the year 2035, based upon Wichita population growth projections and current market trends. This is the area in which City expansion and extension of municipal services and infrastructure should be focused. Determination of growth direction and amount is based upon municipal political considerations, anticipated population growth, efficient patterns of growth, current infrastructure limitations, cost effective delivery of future municipal services and environmental factors.

**Established Central Area:** Comprised of the downtown core and the mature neighborhoods surrounding it in a roughly three mile radius, the Established Central Area is the focus area for the Wichita Urban Infill Strategy.

**K-96 Special Uses Corridor:** Encompasses areas identified in the K-96 Corridor Economic Development Plan that require special land use controls in order to ensure appropriate patterns of commercial redevelopment within the K-96 corridor. The K-96 Corridor Economic Development Plan should be consulted for more specific future land use direction.

**Industrial and Improvement Districts and Sedgwick County Park:** Encompasses areas within the Wichita Urban Growth Area where various legal agreements have been established to restrict Wichita city limits expansion and provide for shared delivery of municipal services by the City of Wichita, Sedgwick County, and townships.

**Rural:** This category encompasses land outside the 2035 urban growth areas for Wichita and the small cities. Agricultural uses, rural-based businesses, and larger lot residential exurban subdivisions likely will be developed in this area. Such development should occur in accordance with the Urban Fringe Development Standards for Wichita and Sedgwick County.







# 2035 Wichita Future Growth Concept Map

**Legend**

Established Central Area

Northwest Bypass Right-of-Way

Residential and Employment Mix

New Employment

New Residential

Small City Limits

Small City Limits

Wichita City Limits

**Statistical Development Areas**

Small City Urban Growth Areas

Small City Urban Growth Areas

Rural Areas

**LAND USE**

Residential

Commercial

Industrial

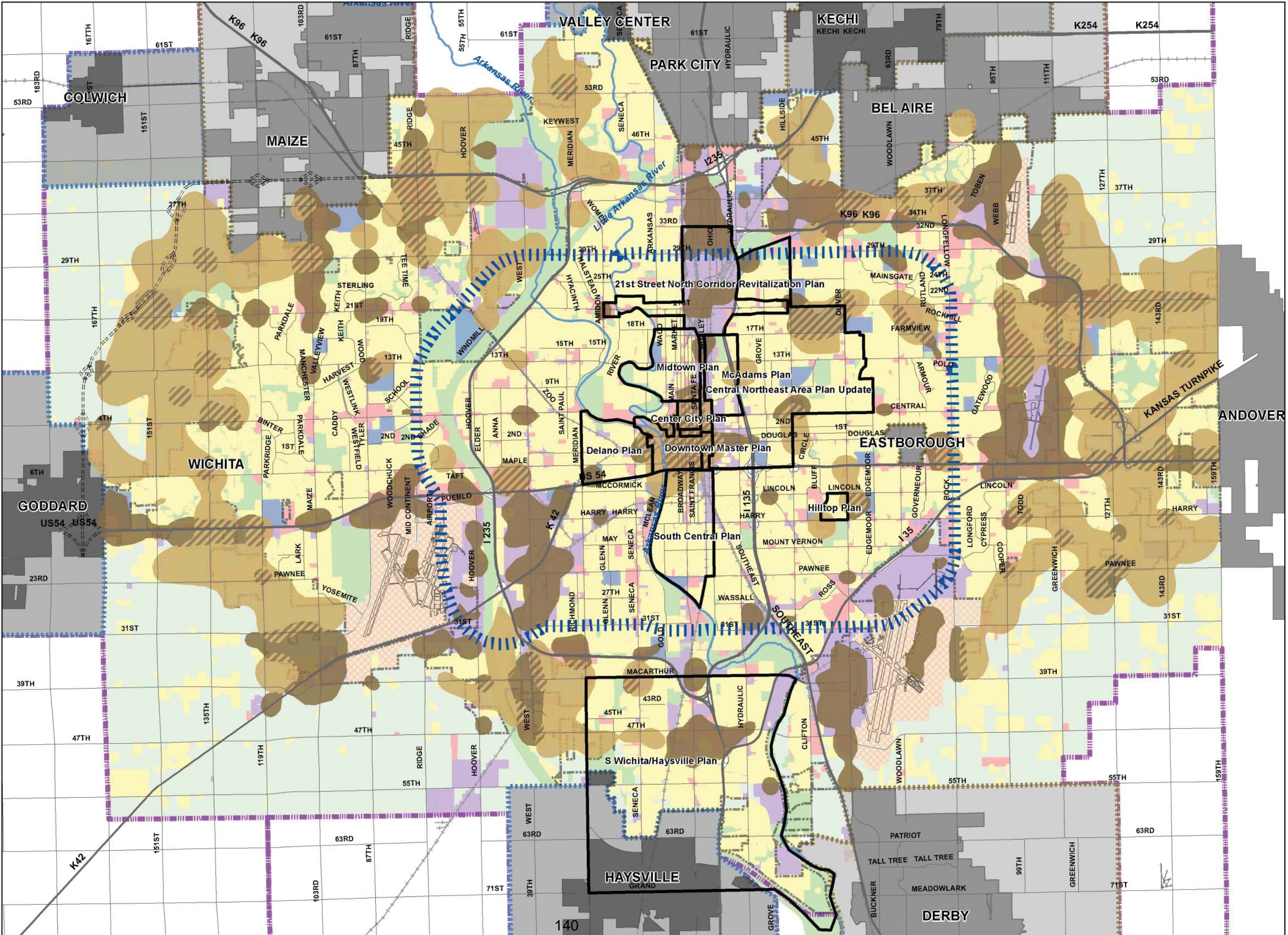
Major Air Transportation & Military

Parks and Open Space

Agricultural or Vacant

Major Institutional

Neighborhood/Area Plans







**Residential:** Encompasses areas that reflect the full diversity of residential development densities and types typically found in a large urban municipality. The range of housing densities and types includes, but is not limited to, single-family detached homes, semi-detached homes, zero lot line units, patio homes, duplexes, townhouses, apartments and multi-family units, condominiums, mobile home parks, and special residential accommodations for the elderly (assisted living, congregate care and nursing homes). Elementary and middle schools, churches, playgrounds, small parks and other similar residential-serving uses are located in these areas.

**Commercial:** Encompasses areas that reflect the full diversity of commercial development intensities and types typically found in a large urban municipality. Convenience retail, restaurants, small offices, and personal service uses are located in close proximity to, and potentially mixed with, Residential Uses. Major destination areas (centers and corridors) containing concentrations of commercial and office uses that have regional market areas and generate high volumes of traffic are located in close proximity to major arterials or highways and typically are buffered from lower density residential areas by higher density housing types.

**Industrial:** Encompasses areas that reflect the full diversity of industrial development intensities and types typically found in a large urban municipality. Centers or concentrations of manufacturing, warehousing, distribution, construction, research, and technology are located in close proximity to highways and airports and may have rail service. Industrial uses associated with the extraction, processing or refinement of natural resources or recycling of waste materials typically are located along rail lines. Businesses with negative impacts associated with noise, hazardous emissions, visual blight, and odor typically are buffered from Residential Uses by Commercial Uses.

**Major Air Transportation & Military:** Encompasses areas that are developed with airports, airfields, and military installations. The areas surrounding these areas, particularly immediately in proximity to areas used for take-off and

approach to runways, should be protected from encroachment by uses that are negatively impacted by high levels of noise.

**Parks and Open Space:** Includes major parks, golf courses, public open space, private development reserves and recreational facilities/corridors (including floodplain, natural drainage channels, easements, abandoned railway corridors, etc.). More detailed maps and policies are contained in the *Wichita Parks, Recreation, and Open Space Plan*.



**Agricultural or Vacant:** Encompasses areas that are undeveloped or used for agricultural production. Agricultural land is an important natural resource. Pockets of low-density residential uses without the full range of municipal services likely will be developed in areas of the urban fringe that primarily are used for agriculture. Such development should occur in accordance with the *Urban Fringe Development Standards for Wichita and Sedgwick County* and should be developed in a manner that facilitates future connection to municipal services when they become available.

**Major Institutional:** Includes institutional facilities of a significant size and scale of operation and could include a range of such uses as government facilities, libraries, high schools, colleges, universities, cemeteries, and hospitals.





**Neighborhood/Area Plan:** Adopted neighborhood and area plans have been designated on the map. These plans should be consulted for specific future land use direction.

### 3. Locational Guidelines

The Locational Guidelines provide a decision-making framework regarding land use changes. This decision-making framework is comprised of three key elements - **Development Pattern**, **Land Use Compatibility**, and **Design**. These elements encourage patterns of development that efficiently and effectively use land, public infrastructure, and services; strive for compatibility among various land uses; and, promote quality of place through design. Within each of these elements, guidance is provided according to the following geographic areas:

1. **General** (applicable throughout the entire Plan area)
2. **Established Central Area** (specific to the downtown core and the mature neighborhoods surrounding it in a roughly three mile radius)
3. **Outside Established Central Area** (specific to the remaining incorporated areas of Wichita outside the *Established Central Area*, and also including Wichita's 2035 Urban Growth Area)
4. **Rural Area** (specific to the unincorporated areas of Sedgwick County located outside the 2035 Urban Growth Areas)

Geographic Area	Development Pattern	Land Use Compatibility	Design
General	p. 22	p. 23	p. 24
Established Central Area	p. 22	p. 24	p. 25
Outside Established Central Area	p. 23	p. 24	p. 25
Rural Area	p. 23	p. 24	p. 25

These Locational Guidelines should be used with a sense of flexibility supplemented by guidance contained in neigh-

borhood and area plans adopted as elements of this Plan; small city comprehensive plans; and other state-of-the-art planning principles and practices as circumstances warrant.

### Development Pattern

#### 1. General

- a. Development should occur where necessary supporting infrastructure and services exist or are planned for extension concurrently with the development.
- b. Discourage development from occurring in aquifer recharge, flood prone, high ground water, wetland, and unsuitable soil areas.
- c. Major commercial and employment centers should be located at intersections of arterial streets and along highways and commercial corridors.
- d. Industrial uses should be located in areas with good access to highways, rail lines, and airports.
- e. Higher-density residential uses and neighborhood-serving retail and office uses should buffer lower-density residential uses from major commercial and employment centers and industrial uses.
- f. Primary outdoor sales uses should be located along highway corridors or in areas where the uses have already been established.
- g. Support expansion of existing uses to adjacent areas.
- h. Development near primary and secondary gateways identified on the *Priority Enhancement Areas for Wichita Public Infrastructure Projects Map* should be oriented primarily towards destination retail (such as: regional shopping centers, entertainment complexes, national retailers with limited locations) and hospitality.

#### 2. Established Central Area

- a. Encourage infill development that maximizes public investment in existing and planned infrastructure and services.
- b. Promote mixed-use redevelopment of existing commercial centers and along arterial streets.
- c. Promote downtown as the region's preeminent walk-

“...strive for compatibility among various land uses; and, promote quality of place through design...”

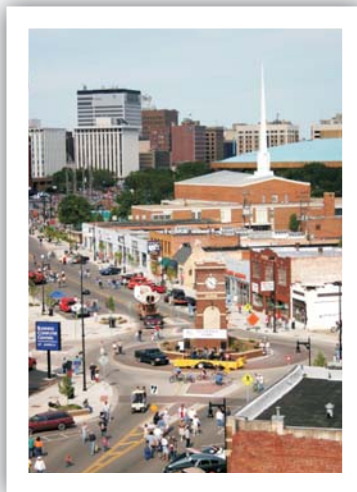




able, mixed-use development area with a focus on office, retail, hospitality, government services, high-density residential, and entertainment, cultural, and civic facilities and activities.

### 3. Outside Established Central Area

- a. Strip commercial development along arterials should be discouraged except along established commercial corridors and highways.
- b. Major commercial development should be guided to the intersection of two arterial streets.
- c. Small, neighborhood-serving retail and offices uses and high-density residential uses not located at arterial intersections should be limited to the intersection of an arterial and a collector street.
- d. Low-density residential uses should be buffered from commercial and industrial areas by open space, water bodies, changes in topography, or major barriers such as arterial streets or highways.
- e. New development areas separated from existing developed areas by major barriers (such as: highways, railroads, waterways, and airports) or by significant open space or undeveloped areas should be discouraged unless the scale of the development is sufficient to support the cost of extending infrastructure and services in a manner that sup-



ports additional development on surrounding sites.

- f. New development in areas where city growth areas abut should be coordinated among the affected cities, particularly as it relates to street connectivity and land use compatibility.

### 4. Rural Area

- a. Outside the 2035 Urban Growth Areas, commercial/industrial development should be limited to the following: agricultural-oriented uses; rural home occupations; natural resource dependent; convenience services; highway-oriented services at interchange areas; or uses that need significant buffering from residential areas (to mitigate nuisance or hazard impacts).

- b. Urban-density development is discouraged from locating in rural areas, and rural-density development should be located in accordance to the *Urban Fringe Development Standards for Wichita and Sedgwick County*.

## Land Use Compatibility

### 1. General

- a. Higher-intensity development should be discouraged from locating in areas of existing lower-intensity development, particularly established low-density residential areas.
- b. Industrial and major commercial land uses that generate pollution, odor, noise, light, safety hazards, and high levels of traffic should be located away from residential areas and developed with screening, buffering, and site design features sufficient to mitigate adverse impacts.
- c. Residential development should not encroach upon existing or planned heavy industry, airfields, and military installations.
- d. Manufactured home parks (as distinguished from manufactured home subdivisions) should be located on large







tracts and buffered from lower-density residential areas by physical barriers (e.g., freeways, drainage ways, railway, etc.).

## 2. Established Central Area

- a. Neighborhood-serving retail and office uses and high-density residential uses can be appropriate along arterial streets on small infill sites near residential uses or through conversions of residential structures if appropriate site design features that limit traffic, noise, lighting, and adverse impacts on surrounding residential are provided and the scale of the development is appropriate for its context.
- b. Accessory dwelling units, duplexes, and small-scale multi-family developments can be appropriate in existing residential areas if appropriate site design limits adverse impacts on surrounding residential uses, the design of the buildings is compatible with existing residences, and the scale of the development is compatible with the intensity of the surrounding area.

## 3. Outside Established Central Area

- a. Except in mixed-use developments, residential and non-residential development areas generally should be separate and distinct with appropriate screening and buffering to ensure compatibility among land uses while maintaining connectivity among uses.

- b. Mixed-use developments should provide appropriate screening and buffering to ensure compatibility with surrounding lower-intensity land uses while maintaining connectivity among uses.



## 4. Rural Area

- a. Discourage encroachment of land uses such as residential and recreation that would be negatively impacted by noise, dust, odor, light, and other impacts of agricultural operations into primarily agricultural areas outside the 2035 Urban Growth Areas.
- b. Industrial and commercial uses located in rural areas should be separate and distinct from lower-intensity

lands uses and should provide appropriate screening and buffering to ensure compatibility among land uses.

## Design

### 1. General

- a. Commercial centers, office parks, and mixed-use developments should be designed with shared internal vehicular and pedestrian circulation, combined signage, coordinated landscaping and building design, and combined ingress/egress locations.
- b. Ingress/egress locations to non-residential uses generally should not access residential streets unless such access will not negatively impact nearby residential areas, except that industrial traffic should not feed directly into local streets in residential areas.
- c. Driveways and intersections along major thoroughfares should be limited to maintain safe and efficient mobility. Medians should be used when appropriate to limit turning conflicts, particularly near arterial intersections. Pedestrian crossings of arterial streets should be provided between arterial intersections.
- d. Except in mixed-use development areas, non-residential uses should provide appropriate screening and buffering from residential uses.
- e. Non-residential uses should have site design features that limit traffic, noise, lighting, and adversely impacts on surrounding residential land uses.
- f. Major commercial and employment centers and institutional and government services should be designed to accommodate convenient transit service, particularly for those with mobility challenges.
- g. Building entrances should be oriented to the street or internal circulation drives that connect to the street and designated pedestrian connections should be provided from building entrances to the street.
- h. Development abutting the targeted arterials, Kellogg freeway, gateways, and landmarks identified on the





*Priority Enhancement Areas for Wichita Infrastructure Projects Map* should consider the inclusion of site design features that increase the sense of quality of life through emphasis of visual character and aesthetic improvements.

## 2. Established Central Area

- a. Support development of a variety of lot sizes and housing types.
- b. Buildings are encouraged to be located close to the street with parking areas located beside or behind buildings.
- c. Commercial and mixed-used developments are encouraged to have building entrances, transparent facades, and outdoor patios adjacent to the sidewalk.

## 3. Outside Established Central Area

- a. Low-density residential lots should not front directly onto arterial streets.
- b. Layout of blocks within neighborhoods should promote direct pedestrian connectivity within in the neighborhood and to adjacent neighborhoods and surrounding commercial centers and institutional uses.

## 4. Rural Area

- a. Layout of blocks that provide a single point of access to a neighborhood should be discouraged.

## 4. Wichita Urban Infill Strategy

Infill refers to developing vacant or underutilized land in existing developed areas. By absorbing growth in existing developed areas, residential and employment-based infill development can reduce growth pressure on rural areas; provide for efficient use of land; utilize existing infrastructure and services; and improve the quality of life in areas experiencing abandonment and decline. However, infill development can be inhibited by regulatory barriers, infrastructure in need of modernization, neighborhood concerns about different housing types or incompatible uses, and difficulties with land assembly and financing.

The Wichita Urban Infill Strategy is focused on the Established Central Area – comprised of the downtown core and the mature neighborhoods surrounding it in a roughly three mile radius (see *2035 Wichita Future Growth Concept*

*Map*). Increased levels of residential infill/redevelopment throughout the Established Central Area will represent 12% of total new dwelling units forecasted for Wichita by 2035 (a threefold increase from current trends).

The strategy focuses on ‘areas of opportunity’ that have the most vacant and underutilized parcels where infill development can reverse patterns of abandonment and decline. The strategy also is intended to preserve ‘areas of stability’ where few vacant and underutilized parcels exist and a pattern of continued reinvestment is evident. Neighborhood and area plans adopted as elements of the Wichita-Sedgwick County Comprehensive Plan will provide additional land use policy guidance as applicable.

### Areas of Opportunity

*Defining Characteristics:* Areas of opportunity are areas in the community where focused efforts on infill development can have the most success. The defining characteristics of areas of opportunity are generally higher than average and increasing:

- Vacant parcels
- Vacancy rates
- Renter-occupied dwelling units
- Structures in fair or worse condition
- Nuisance complaints
- Building demolitions
- Infrastructure below standard





**Guiding Principle:** Larger-scale, multi-property infill projects should be guided to areas of opportunity to maximize public investment in existing and planned infrastructure and services.

### Areas of Stability

**Defining Characteristics:** Areas of stability are areas in the community where infill development opportunities are limited by the lack of available land. Areas of stability have few vacant parcels and higher than average occupancy rates. A majority of the structures are in average or better condition and owner-occupied. There are few nuisance complaints and building demolitions, and much of the infrastructure is at or above standard.

**Guiding Principle:** Infill development should be limited to projects on individual or small sites with a scale of development appropriate for its context. Infill projects should complement existing neighborhood development and incorporate site design features that limit traffic, noise, lighting, and adverse impacts on surrounding properties.

### Neighborhood Concerns

**Issue:** Infill development changes a neighborhood. While redevelopment projects can be of the appropriate scale and have the necessary design features to mitigate adverse impacts on surrounding properties, current processes make it difficult for neighborhoods to visualize the proposed changes and have meaningful input into project design.

**Strategy:** Establish a participatory neighborhood planning program to prepare neighborhood design guidelines for areas of opportunity prior to construction of large-scale, multi-property infill projects. Also develop basic infill development guidelines that would be applicable throughout the Established Central Area.

### Regulatory Issues

**Issue:** Our traditional development regulations are geared toward suburban-scale, auto-oriented development requirements (such as: parking, setbacks, density, landscaping, screening, etc.). To promote greater levels of more

walkable, urban-scale infill projects, regulatory changes are required.

**Strategy:** Amend development regulations to better encourage by-right infill development projects.

### Infrastructure Modernization

**Issue:** Many of the areas where the opportunity for infill development exist are also the areas with the most sub-standard infrastructure. While infrastructure may be in place, it often cannot support additional development, and the layout and design of the infrastructure often must be changed to support the configuration of infill.

“...infill development projects often do not qualify for conventional financing because the appraised value of a project is less than the cost of development...”

**Strategy:** Develop and implement a long-range plan for major infrastructure maintenance projects that focuses infrastructure investment in areas of opportunity in a manner supportive of infill development efforts.

### Land Assembly and Financing

**Issue:** Profitable infill development opportunities are difficult to find. Once an area experiences a few successful projects, the remaining available land often increases in value beyond a level at which additional projects can be profitable. Additionally, infill development projects often do not qualify for conventional financing because the appraised value of project is less than the cost of development.

**Strategy:** Establish a public-private relationship to support infill development through market research, design assistance, and financing opportunities.







## Plan Elements





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## Plan Element- Funding and Financing

**Plan Context & Perspective** - According to Kansas statutes, a specific requirement of a city and county comprehensive plan is to identify major sources and expenditures of public revenue including long range financial plans for the financing of public facilities and capital improvements. For the purposes of this Plan, the term ‘funding’ is used to describe the various sources of revenue available for spending/investing. The term ‘financing’ is used to describe the various means by which funding is leveraged, combined and utilized for spending/investing purposes.

One of the Core Community Values of this Plan is fiscal responsibility. This value embodies the following principles ... don’t spend more than you have; spend and invest wisely; take care of what you have; and maximize the ‘return-on-investment’.

Presently, there is an estimated \$9-10 billion gap over the next 20 years between Wichita’s planned future infrastructure and facility expenditures and its projected revenues. A key challenge of this Plan is how to close that gap over the long-term. Our choices are essentially increasing revenues (through taxes and fees), decreasing expenditures (utilizing alternate approaches or standards; reducing scope and scale of projects; deferring or eliminating projects), and learning to live within the funding and financing resources available to local government.

From a public infrastructure funding and financing perspective, the preferred option of closing the projected expenditure and revenue gap over the long term is to ***better align expenditures with available funding and financing resources***. While opportunities to increase revenues may present themselves in the future, there are more opportunities to improve how budget allocations are made for capital improvements.

“...there is an estimated \$9-10 billion gap over the next 20 years between Wichita’s planned future infrastructure and facility expenditures and its projected revenues...”

“...better align expenditures with available funding and financing resources...”

### Our Funding and Financing Goals & Strategies

**Goal 1 - Close the long-term cost/revenue gap between our planned future infrastructure and facility expenditures and our projected revenues.**

#### Strategies:

- A. Strategically leverage public and private funding where possible.
- B. Decrease project costs through a combination of reduced or alternate project approaches or standards; reduced project scale and scope; and, project deferral or elimination.
- C. Identify long-term maintenance and replacement costs for all capital improvement program projects. Include ongoing maintenance and operations budgets as part of the overall project cost.
- D. Align infrastructure and facility funding to reflect the maintenance and replacement costs associated with that infrastructure or facility.

**Goal 2 - Maintain a responsible and appropriate taxing level to address our community’s needs.**

#### Strategies:

- A. Align utility fees, user fees and taxes to reflect the cost of providing facilities and services at standards acceptable to our community.
- B. Align our public infrastructure and facility investments with the willingness of our community to pay for them.

**Goal 3- Establish funding priorities which reflect community priorities.**

#### Strategies:

- A. Fund public infrastructure and facilities based upon the following overall ranking of spending and investment priorities:
  1. Maintain and replace what we currently have;
  2. Make enhancements to what we currently have;
  3. Expand our current system of infrastructure and facility assets.
- B. Focus funding on infrastructure and facilities that



will advance our community quality of life, create a place that will retain future generations, and promote economic growth and job creation.

- C. Focus funding on infrastructure and facilities that will maintain vibrancy, promote growth and secure quality of place in the Established Central Area of Wichita.
- D. Review existing public infrastructure and facility assets to determine those assets which should no longer be retained by the City or County due to duplication/ redundancies with private sector facilities, functional obsolescence, and/or changing community investment priorities.

## Plan Element - Transportation

**Plan Context & Perspective** - The realization of the 2035 Plan Vision Statement is dependent upon our community having a safe, reliable and well-connected transportation

system that strategically supports economic growth and community quality of life. The term “transportation” refers to the movement of goods, people and information. Our transportation infrastructure constitutes a basic yet essential, community-sustaining investment.

Wichita’s freeway and bridge infrastructure are in good condition overall with adequate system

capacity. The County’s road and bridge infrastructure are in very good repair and condition. However, decades of under-investment and deferred maintenance in Wichita’s local road system has required the City to develop an enhanced maintenance strategy for its local road infrastructure. Additional expenditures are needed to maintain Wichita’s local road system.

Decades of under-investment in Wichita’s long-established public transit system have resulted in minimal service levels, low ridership and future financial instability. Additional investment in Wichita’s public transit system would be needed in order to achieve the system’s financial stability and retain public transit service.

For Wichita, the level of investment priority over the next 20 years varies across the major transportation infrastructure categories as follows:

*Low priority* - new bypasses

*Low-medium priority* - freeway enhancements

*Medium-high priority* - public transit

*Very high priority* - local streets and bridges

### ***Our Transportation Goals & Strategies***

**Goal 1** - Preserve and maintain a safe, cost-effective and reliable transportation system that strategically supports the economic growth, vitality and quality of life aspirations of our community.

#### ***Strategies:***

- A. Develop and implement a transportation asset management system that effectively uses available funds.
- B. Make transportation infrastructure investments, particularly integrated transportation technology enhancements, that support and reflect Wichita’s 2035 Future Growth Concept and Urban Infill Strategy.
- C. Allocate additional funding for the long-term maintenance and replacement of Wichita’s existing local road and bridge infrastructure.

“...additional  
expenditures  
are needed to  
maintain  
Wichita’s local  
road system...”







- D. Invest in new or existing transportation infrastructure that directly supports additional job growth, especially of an advanced manufacturing or high-tech nature.

**Goal 2 - Improve and increase the movement of goods, people and information with better connectivity and mobility options in our community.**

**Strategies:**

- A. Develop and implement a community-wide, public and/or private broadband infrastructure and high-speed internet access plan to support future job and employment growth.
- B. Develop and implement a long-term public transit system plan that reflects the needs of our community.
- C. Improve our community connectivity and safety through the implementation of *Wichita's Bicycle Master Plan* and *Pedestrian Master Plan*, and promoting linkages to surrounding cities in the County.
- D. Coordinate and integrate local transportation infrastructure plans with the Wichita Area Metropolitan Area Organization (WAMPO) long-range regional transportation infrastructure plan.



## Plan Element - Water, Sewer & Stormwater

**Plan Context & Perspective** - The realization of the 2035 Plan Vision Statement is predicated upon our community securing a long-term water supply, and having well-maintained water treatment/distribution, sewer collection/treat-

ment and stormwater/flood management systems. These constitute essential, community-sustaining services. They represent a basic yet essential public investment that supports future job growth and a strong economy.

Decades of under-investment and deferred maintenance in Wichita's water, sewer and stormwater infrastructure requires the City to be aggressive in protecting what assets it already has (especially replacing aging pipe infrastructure) and making future water and sewer facility enhancements to meet required treatment and discharge standards. Additional investment in our community water, sewer and stormwater infrastructure and facilities is necessary ... securing a long-term water supply is critical to the future of our community.

The funding/financing, maintenance, replacement and enhancement of our public water, sewer and stormwater infrastructure and facilities is a *high-very high investment need* for our community over the long term.

### ***Our Water, Sewer and Stormwater Goals & Strategies***

**Goal 1 - Provide a well-maintained long-term water supply, treatment and distribution system that supports the economic growth, vitality and quality of life aspirations of our community.**

**Strategies:**

- A. Develop and implement Wichita's long-term water supply, treatment and distribution plans to reflect and accommodate Wichita's 2035 Future Growth Concept and Urban Infill Strategy (including long-term population and employment growth projections).
- B. Develop and implement a Wichita water supply funding/financing plan that enables our community to make those investments necessary to secure an affordable, long-term water supply.
- C. Develop and implement a Wichita water funding/financing plan that identifies appropriate water rate adjustments necessary to properly maintain Wichita's water infrastructure over the long-term.





land development community, and the rural water districts to identify workable long-term solutions to compensatory and logistical issues associated with continued urban growth and development within the rural water districts in Sedgwick County.

**Goal 2 - Provide a well-maintained Wichita sanitary sewer treatment and collection system that supports the economic growth, vitality and quality of life aspirations of our community.**

**Strategies:**

- A. Develop and implement Wichita's long-term sewer collection and treatment plans to reflect and accommodate Wichita's 2035 Future Growth Concept and Urban Infill Strategy (including long-term population and employment growth projections).
- B. Develop and implement a Wichita sewer funding/financing plan that identifies appropriate sewer rate adjustments necessary to properly maintain Wichita's sewer infrastructure over the long-term.
- C. Place a very high investment priority on properly maintaining and replacing Wichita's aging, existing sewer collection system.

D. Place a very high investment priority on properly maintaining and replacing Wichita's aging, existing water distribution system.

E. Develop and implement a Wichita water conservation and drought-response plan that is relevant to our community's need and supported by our community.

F. Create a task force comprised of appropriate representatives from the City of Wichita and other affected cities, the local

D. Invest to ensure that Wichita's sewer collection and treatment infrastructure and facilities meet required standards and long-term community needs.

E. Ensure that appropriate local regulations are in place that provide for the compatible, long-term co-existence of city water and sewer infrastructure systems with self-contained, independent sewer collection and water distribution systems.

**Goal 3 - Provide a well-maintained stormwater management system and approach that adequately serves and protects our community while meeting state and federal mandates.**

**Strategies:**

- A. Develop and implement long-term stormwater management plans that reflect and accommodate Wichita's 2035 Future Growth Concept and Urban Infill Strategy (including long-term population and employment growth projections), and address countywide stormwater and flooding issues.
- B. Develop and implement a countywide stormwater funding/financing plan that will raise sufficient revenues needed to plan and construct stormwater project improvements with regional, countywide or multi-jurisdiction benefits.
- C. Develop and implement a Wichita stormwater funding/financing plan that determines appropriate ERU (equivalent residential unit) rate adjustments necessary to properly fund the maintenance and repair of Wichita's stormwater infrastructure over the long-term.

“...invest in  
maintaining and  
replacing  
our aging water and  
sewer distribution  
systems...”





- D. Make the investments necessary to properly maintain and replace our existing stormwater infrastructure and facilities.
- E. Maintain and implement stormwater management standards that meet mandated requirements but do not place undue burdens on development or redevelopment.
- F. Integrate park and open space improvements where appropriate and cost-effective as part of stormwater management system infrastructure improvements.

## Plan Element -

## Arts, Culture and Recreation

**Plan Context & Perspective** - Having a “quality living environment and active, healthy lifestyles with access to arts, culture and recreation” is specifically referenced in the 2035 Plan Vision Statement. One of the five Plan Guiding Policy Principles is to Invest in the Quality of Our Community Life. It is evident that community quality of life investments are important to residents of our community and are an essential means of supporting future job growth and a strong economy.

Arts, culture and recreation quality of life investments refer to capital, maintenance and operational spending in the general categories of parks and open space; recreation facilities; libraries; and, arts, culture and entertainment. From a public infrastructure perspective, appropriately funding, maintaining and expanding our arts, culture and recreation quality of life investments is an overall *medium-high priority investment need* for our community over the long term.

### Our Arts, Culture and Recreation Goals & Strategies

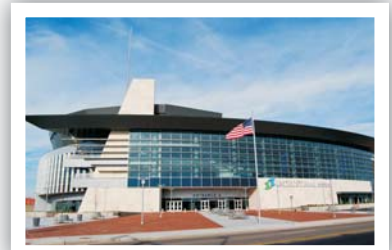
**Goal 1 - Improve quality of life and healthy lifestyles for all through an accessible system of premier arts, culture, library, recreation and open space facilities.**

#### Strategies:

- A. Review and update the *Wichita Parks, Recreation and Open Space Plan* to ensure that future planned parks/open space and recreation facility investments (capital, maintenance, operations) strategically integrate with

County regional parks and open space investments, and remain consistent with our community priorities and willingness to pay.

- B. Develop and implement a joint City/County integrated cultural arts/quality of life facilities investment plan to achieve better planning, coordination, integration and maximization of City and County quality of life community investments.



- C. Utilize relationships with private and not-for-profit organizations and secure dedicated funding sources for the construction, maintenance and operation of our quality of life investments (includes park/open space, recreation, library and cultural arts facilities).
- D. Employ best management practices/systems to properly maintain our existing quality of life facilities.
- E. Review and update the Wichita Public Library System Master Plan to ensure our city-wide system of library facilities and associated technologies remain relevant to the evolving library needs of our community.
- F. Develop and implement a “built environment” strategic plan that better promotes healthy community lifestyles, neighborhood and community connectivity, resource conservation, protecting the City’s urban forest in public spaces, and multiple-use integration of our parks, open space and stormwater management systems.
- G. Establish a task force to identify opportunity areas and regulatory adjustments necessary to support agri-tourism in the unincorporated areas of Sedgwick County.

**“...quality of life investments are important to residents of our community...”**





## Plan Element - Public Safety

**Plan Context & Perspective** - Having a “safe community” is specifically referenced in the 2035 Plan Vision Statement. From a public infrastructure perspective, appropriately maintaining and expanding our fire, police and EMS facilities is a *high priority investment need* for our community over the long term.

### Our Public Safety Goals & Strategies

**Goal 1 - Provide efficient and effective police, fire and EMS public safety service facilities that meet current and future community needs.**

#### Strategies:

- A. Identify opportunities for collaborative partnerships, joint-funding and joint-use agreements, and sharing of facilities between public safety government agencies.
- B. Evaluate the merits of City/County public safety services consolidation as an option to provide for more

coordinated and cost-effective public safety facility operations and service delivery.

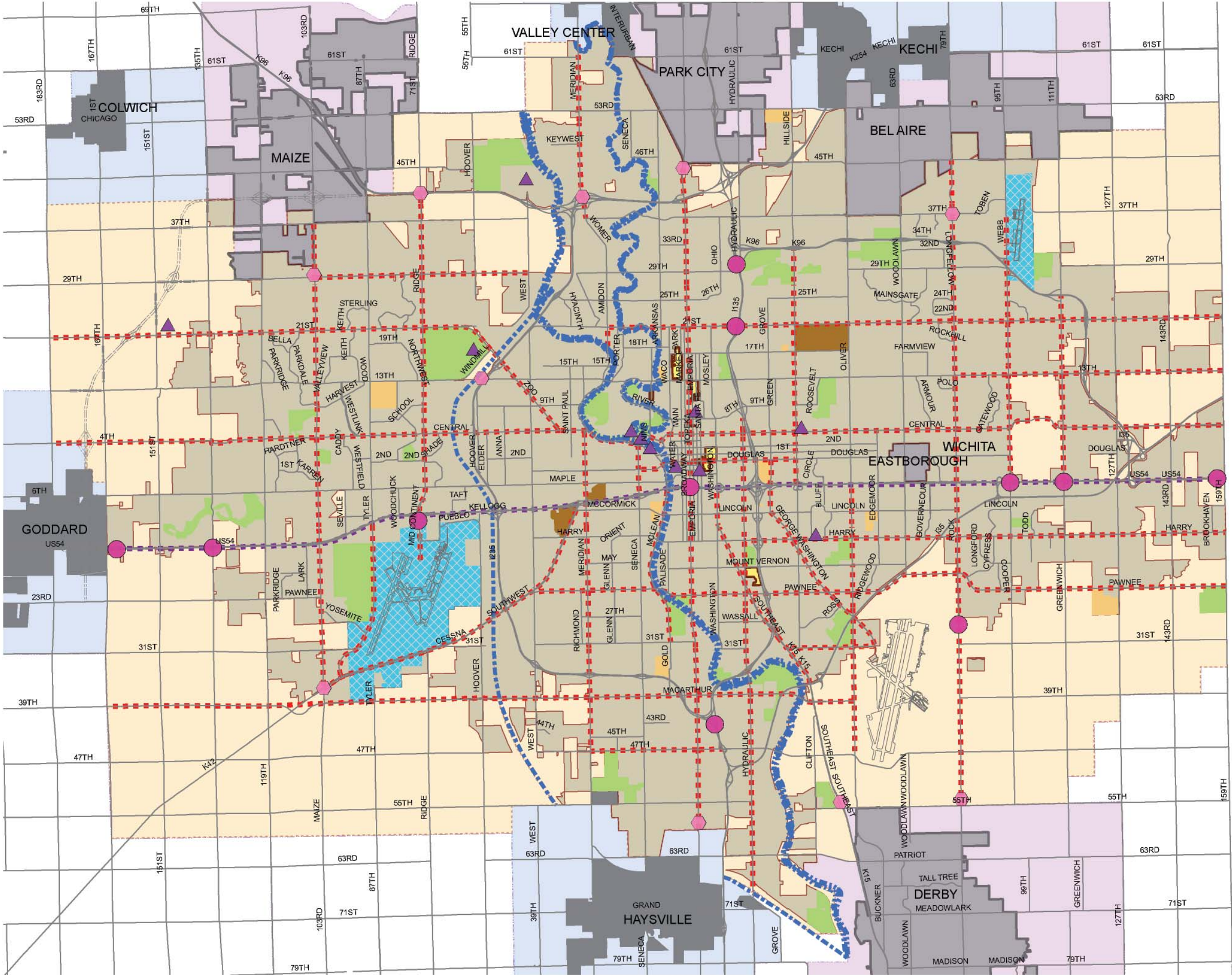
- C. Ensure that service and facility planning for police, fire and EMS service delivery addresses current and future community needs, adapts to future patterns of growth, and supports neighborhood-based safety initiatives within the City of Wichita.
- D. Establish performance measures that evaluate functional relevancy, need and effective utilization of our public safety service facilities.

“...maintaining and  
expanding our fire,  
police, and EMS facilities  
is a  
high priority  
investment need...”





# Priority Enhancement Areas for Wichita Public Infrastructure Projects



**Legend**

**Corridors**

- Targeted Arterials
- Kellogg
- Proposed Northwest Bypass Corridor
- Big Arkansas River
- Little Arkansas River
- Big Ditch Flood Control

**Gateways & Landmarks**

- Wichita Primary Gateway
- Wichita Secondary Gateway
- Landmark/Regional Destination
- Historic Districts
- Universities
- High School Sites
- Publicly Operated Airports
- Wichita Area Parks Over 30 Acres

**City Limits**

- Wichita City Limits
- Small City Limits
- Small City Limits
- Wichita 2035 Growth Areas
- Small City 2035 Urban Growth Areas
- Small City 2035 Urban Growth Areas
- Rural Areas

**Intent and Purpose:**

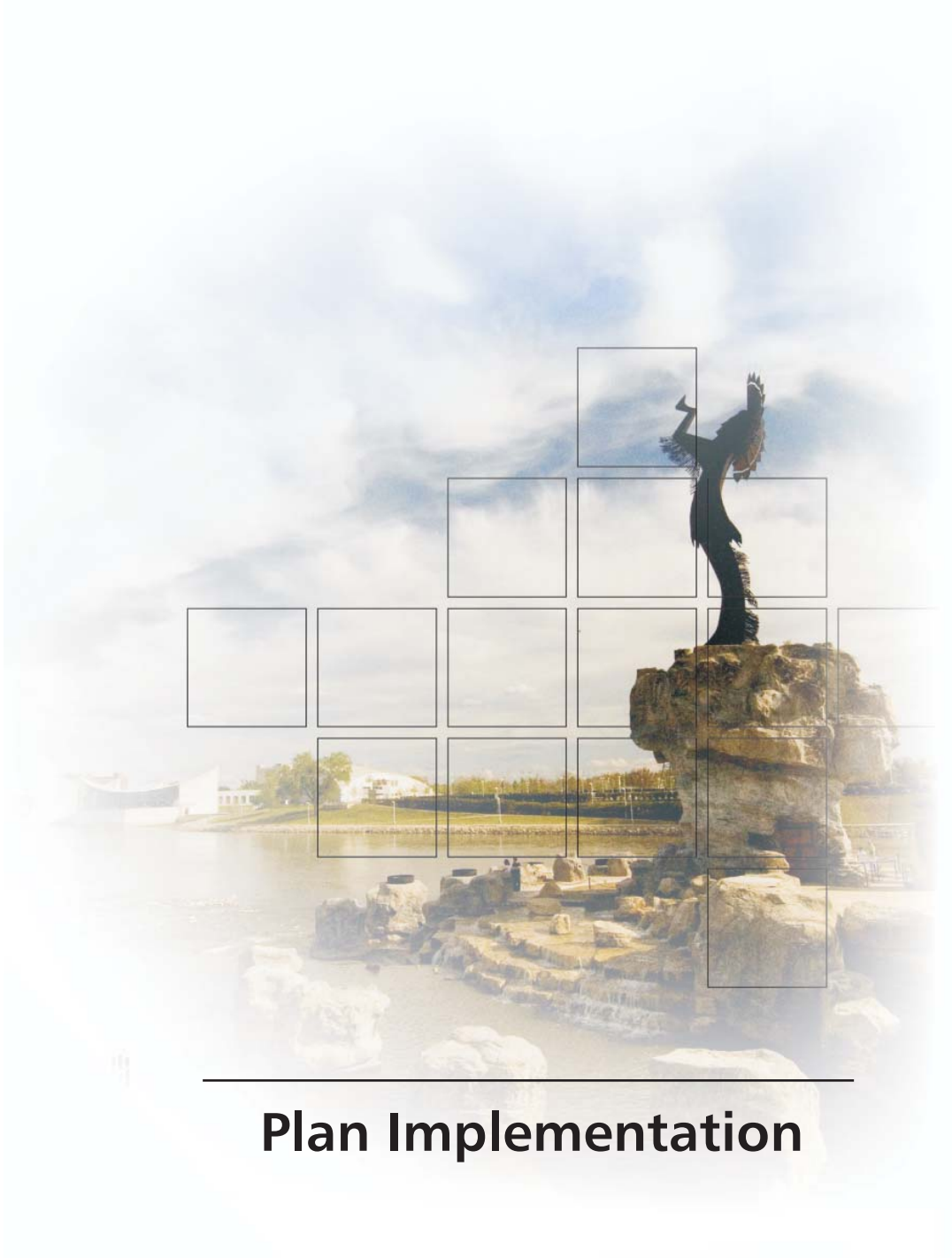
This map replaces the 1993 Visual Form map and is intended to foster efforts to improve community perception and increase the sense of quality of life in Wichita through emphasis of the visual character of public facilities and open spaces.

Its purpose is to help the City with prioritizing City of Wichita public works projects along specified corridors, at gateways, and at other selected locations for aesthetic improvements including landscaping, public art, and other visual enhancements to public facilities and rights-of-way.









## Plan Implementation





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## Plan Implementation

### Part 1. Infrastructure Investment Decision-making Framework

**Plan Context & Perspective** - The infrastructure investment decision-making framework is a tool to systematically guide future public spending in a manner that supports community priorities, reflects willingness to pay, and is coordinated with market-driven growth. This framework is also intended to help close the gap over the next 20 years between our forecasted revenues and the costs of our proposed capital project needs and wants associated with the 2035 Wichita Future Growth Concept. The forecasted revenues and proposed capital project costs have been aggregated and summarized below for planning-level purposes:

#### Project Costs

▪ Maintaining and replacing existing infrastructure	\$4.9 billion
▪ Making enhancements to what we currently have	\$6.4 billion
▪ Expanding our current system of infrastructure & facilities	\$2.1 billion
<b>Total</b>	<b>\$13.4 billion</b>

#### Forecasted Revenues

<b>Total</b>	<b>\$3.9 billion</b>
<i>Projected Gap</i>	<i>\$9.5 billion</i>

The infrastructure investment decision-making framework is comprised of various components, criteria and considerations. This framework is intended to encourage long-term continuity and best practices for decision-makers as they implement the Guiding Principles, Goals and Strategies set forth in this Plan, for the intent of ...

- Promoting economic growth and job creation
- Advancing community quality of life and safety
- Creating a community that will attract and retain future generations

For the purposes of this Plan, the term 'spending/investing' is used to describe *where* and for *what purposes* funding and financing will be utilized. The term 'decision-making' is the process of deciding *how* to spend/invest.

#### *The Framework ...*

The components and accompanying criteria listed below represent different levels of evaluation for both new and replacement infrastructure and facility projects. There will be interplay between these three levels of evaluation during the project decision-making process.

#### **Level 1 Evaluation - Detailed Project Analysis**

*(determining individual project merits)*

- To what extent is this project right for our community in terms of:
  - a) Scope and scale (cost effectiveness)
  - b) Timing
- Is this project recommended in a plan approved or endorsed by the City Council or the County Board of Commissioners?
- To what extent does this project build upon prior investments or generate multiple benefits to our community?





- Is there a legal mandate or requirement to do this project?
- To what extent does this project reduce or offset costs to the community?
- Project economic and quality of life assessments – will this project:
  - a) Increase wealth for our local economy
  - b) Generate job growth for our community
  - c) Secure or protect important natural resources (soil, water and air quality)
  - d) Retain current residents and attract future residents - help create a community that is desirable and attractive to future generations
- Is this a project that impacts infrastructure or facility assets that should no longer be retained by the City or County due to duplication/redundancies with private sector facilities, functional obsolescence, and/or changing community investment priorities?
- Project funding and financing assessments:
  - a) How will this project be funded and financed
  - b) Is this project identified for funding in the Capital Improvement Program for Wichita or Sedgwick County
  - c) What is the project's impact on the City of Wichita or Sedgwick County budget
  - d) Have sufficient operating and maintenance funds been secured for this project once construction is completed
  - e) Has a benefit/cost or 'return-on-investment' analysis been done for this project
  - f) What are the 'trade-offs' if this project is approved (e.g. what other projects do not get built, or are deferred or reduced in scope)

## Level 2 Evaluation - Project Selection & Funding

(determining project priorities)

- To what extent is this project consistent with the five Plan Guiding Policy Principles:
  1. *Support an Innovative, Vibrant and Diverse Economy*
  2. *Invest in the Quality of Our Community Life*
  3. *Take Better Care of What We Already Have*
  4. *Make Strategic, Value-added Investment Decisions*
  5. *Provide for Balanced Growth but with Added Focus on Existing Neighborhoods*
- What is the priority of this project in relation to the 'Infrastructure & Facility Investment Category Priorities':
  - Priority 1 - Maintain and replace what we currently have*
  - Priority 2 - Make enhancements to what we currently have*
  - Priority 3 - Expand our current system of infrastructure and facility assets*





- To what extent is this project consistent with the Plan Element Goals for:
  - \* Public Safety
  - \* Transportation
  - \* Water, Sewer, Stormwater
  - \* Arts, Culture, Recreation
  - \* Funding and Financing
- Does this project allocate funding to those categories of infrastructure that have the highest need for additional investment?

### **Level 3 Evaluation - Capital Improvement Programming**

*(appropriate project timing, phasing & sequencing)*

- To what extent do the capital projects programmed for Wichita or Sedgwick County reflect the project initiation and completion sequencing principles of: 'plan', 'design', 'fund/finance', 'construct'?
- To what extent are the capital projects programmed for funding over the next three to five years properly and logically timed, coordinated and integrated (geographically and fiscally)?
- To what extent are the capital projects programmed for funding critically and strategically timed and synchronized with external mandates and/or external funding and financing considerations?
- To what extent are the capital projects coordinated with market-driven development?





## Part 2. Plan Monitoring, Review and Amendment

**Plan Context & Perspective** - In a new era of social and economic uncertainty, it is imperative that a systematic and ongoing approach be developed to monitor change and to review and evaluate this Plan. This will allow the Plan to be adjusted and updated annually as necessary so as to remain relevant and appropriate for our community. The ultimate measure of the Plan's success is whether it helps our community to become what we wish it to be over the next 20 years.

### a) Plan Monitoring Approach

**2035 Plan Vision Statement** - Reflects Desired Plan Outcomes:

- > Global center of advanced manufacturing and high-tech industries
- > Premier regional service, education and retail center
- > Affordable housing opportunities
- > Vibrant neighborhoods
- > Active, healthy lifestyles
- > Safe community

**Plan Guiding Policy Principles** - Represent Key Areas to Measure Plan Performance:

#### 1. Support an Innovative, Vibrant and Diverse Economy.

Hi-tech, advanced manufacturing and business start-up job-growth indicators

- a) Center for Economic Development and Business Research data:
  - Bureau of Labor Statistics
  - County Business Patterns
  - GDP data (total and per capita growth rates)
  - Small Business Innovation Research Grants
  - Small Business Technical Transformation Grants
- b) Greater Wichita Economic Development Coalition data:
  - Annual projects announcement report data

Regional service, education and retail job growth indicators

- a) Center for Economic Development and Business Research data:
  - Bureau of Labor Statistics

- County Business Patterns

b) GWEDC data:

- Annual projects announcement report data

c) American Community Survey data:

- Annual education attainment levels for Wichita and Sedgwick County

Economic opportunities & growth indicators

a) National Citizen Survey Benchmark Results for Wichita\* - 'Wichita average rating' & 'comparison to benchmark' for the following survey questions:

- Employment opportunities
- Shopping opportunities
- Economic development services
- Educational opportunities
- Wichita as a place to work

b) American Community Survey data:

- Annual median income for Wichita and Sedgwick County
- Annual percentage change in the 25-40 age cohort for Wichita and Sedgwick County
- Wichita and Sedgwick County unemployment rates

#### 2. Invest in the Quality of Our Community Life.

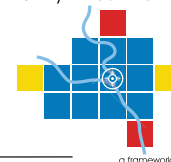
Quality of life indicators

a) National Citizen Survey Benchmark Results for Wichita\* - 'Wichita average rating' & 'comparison to benchmark' for the following survey questions:

- Overall quality of life in Wichita
- Sense of community
- Your neighborhood as a place to live
- Wichita as a place to live
- Wichita as a place to raise kids
- Wichita as a place to retire
- Recommend living in Wichita
- Will remain in Wichita for the next five years
- Opportunities to attend cultural activities
- Air quality
- Public safety – violent crimes
- Public safety – property crimes

\*assumes continued future participation





### 3. Take Better Care of What We Already Have.

#### Plan Element: Public Safety

##### Building Facility Condition Indicators

- a) Wichita Public Works and Utilities Dept. (under development)
  - Building asset value (\$ million)
  - Building remaining service life (sq. footage yrs.)
  - Buildings with no remaining service life (sq. footage)
- b) Sedgwick County Information & Operations - Facilities Division
  - Building roof useful life remaining
  - Building HVAC useful life remaining

#### Plan Element: Transportation

##### Street and Bridge Infrastructure Condition Indicators

- a) Wichita Public Works and Utilities Dept. (under development)
  - Paved road network service value (\$ million)
  - Paved road network remaining service life (lane mile yrs.)
  - Paved road lane miles with no remaining service life (lane miles)
  - Bridge network service value (\$ million)
  - Bridge network remaining service life (lane mile yrs.)
  - Bridge network remaining service life (lane miles)
- b) Sedgwick County Public Works Division
  - Percentage of paved lane miles receiving preventative maintenance
  - Percentage of all lane miles with permanent pavement
  - Percentage of all lane miles with temporary pavement
  - Bridge average sufficiency rating (scale of 0 to 100)
  - Bridge percentage of inventory with sufficiency rating below 50
  - Number of bridges requiring special inspections
- c) National Citizen Survey Benchmark Results for Wichita\*
  - 'Wichita average rating' & 'comparison to benchmark' for the following survey questions:
    - County Business Patterns
    - Street repair
    - Sidewalk maintenance

- Ease of car travel
- Ease of bus travel
- Ease of bicycle travel
- Ease of walking

#### Plan Element: Water, Sewer, Stormwater

##### Water, Sewer and Stormwater Infrastructure Condition Indicators

- a) Wichita Public Works and Utilities Dept. (under development)
  - Water, sewer, stormwater line and main network service value (\$ million)
  - Water, sewer, stormwater line and main network remaining service life (pipe inches/feet yrs.)
  - Water, sewer, stormwater line and main network with no remaining service life (pipe inches/feet)
  - Long-term water supply (mg/day/years)
  - Water treatment plant asset value (\$ million)
  - Water treatment plant capacity (million gallons/day years)
  - Wastewater treatment plant asset value (\$ million)
  - Wastewater treatment plant capacity (million gallons/day years)
- b) Sedgwick County Public Works Division
  - Number of homes and businesses in the 100 year floodplain
- c) National Citizen Survey Benchmark Results for Wichita\*
  - 'Wichita average rating' & 'comparison to benchmark' for the following survey questions:
    - Sewer services
    - Drinking water
    - Storm drainage

#### Plan Element: Arts, Culture, Recreation

##### Building Facility Condition Indicators

- a) Wichita Public Works and Utilities Dept. (under development)
  - Building asset value (\$ million)
  - Building remaining service life (sq. footage yrs.)
  - Buildings with no remaining service life (sq. footage)

\*assumes continued future participation





b) Sedgwick County Information & Operations - Facilities Division

- Building roof useful life remaining
- Building HVAC useful life remaining

c) National Citizen Survey Benchmark Results for Wichita\* - 'Wichita average rating' & 'comparison to benchmark' for the following survey questions:

- Recreation opportunities
- City park services
- City recreation center facilities
- Public library services

**4. Make Strategic, Value-added Investment Decisions.**

Key Value-added Investment Indicators

a) National Citizen Survey Benchmark Results for Wichita 'Wichita average rating' & 'comparison to benchmark' for the following survey questions:

- Value of services for the taxes paid to Wichita

b) Metropolitan Area Planning Department (MAPD), Wichita and Sedgwick County Finance Departments

- An annual report prepared by MAPD with input from the City and County Finance Departments and a survey of the Metropolitan Area Planning Commission (MAPC) members that assesses the consistency level of capital projects funded in the city and county capital improvement programs with the investment decision-making framework components and criteria set forth in the Community Investments Plan.

**5. Provide for Balanced Growth but with Added Focus on Our Established Neighborhoods.**

Key Resource Allocation Indicators

a) Wichita Finance Dept.

- % of total annual capital investments in infrastructure/facilities projects located within and/or benefiting Wichita's Established Central Area and the Suburban Area

Key Growth Indicators

a) American Community Survey

- Annual net population growth in Sedgwick County, Wichita and the Established Central Area

b) County Appraiser's Office

- Annual number of net new dwelling units in Sedgwick County, Wichita and the Established Central Area
- Annual net new commercial square footage in Sedgwick County, Wichita and the Established Central Area

**b) Plan Review & Amendment**

- Prepare an annual plan monitoring report containing a summary of the key performance indicators data associated with the five Plan Guiding Principles. The report would also document progress on the implementing the Plan Element Goals and Strategies
- Review the annual monitoring report with City and County Department Heads, the Advance Plans Committee, the MAPC as well as the Wichita City Council and the Board of Sedgwick County Commissioners
- Prepare list of recommendations regarding any appropriate Plan amendments
- Staff initiative Plan amendments as appropriate for consideration by the MAPC

\*assumes continued future participation



City of Wichita  
City Council Meeting  
October 6, 2015

**TO:** Mayor and City Council

**SUBJECT:** Repair or Removal of Dangerous and Unsafe Structure  
(Districts I and III)

**INITIATED BY:** Metropolitan Area Building and Construction Department

**AGENDA:** New Business

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**Recommendations:** Close the public hearing, adopt the resolutions declaring the buildings to be dangerous and unsafe structures, and accept the Board of Building Code Standards and Appeals (BBCSA) recommended actions to proceed with condemnation, allowing 10 days to start demolition and 10 days to complete removal of the structures.

**Background:** On August 25, 2015, a report was submitted with respect to the dangerous and unsafe conditions on the properties listed below. The City Council adopted resolutions providing for a public hearing to be held on the condemnation actions at 9:30 a.m. or soon thereafter, on October 6, 2015.

**Analysis:** On August 3, 2015, the BBCSA conducted a hearing on the properties listed below.

<b><u>Property Address</u></b>	<b><u>Council District</u></b>
a. 344 N. Piatt	I
b. 430 N. Bleckley (shared accessory structure)	I
c. 116 W. Zimmerly (parcel address 1352 S. Water)	III
d. 2671 S. Fees	III

Detailed information/analyses concerning the properties are included in the attachments.

**Financial Considerations:** Structures condemned as dangerous buildings are demolished with funds from the Metropolitan Area Building and Construction Department (MABCD) Special Revenue Fund contractual services budget, as approved annually by the City Council. This budget is supplemented by an annual allocation of Federal Community Development Block Grant funds for demolition of structures located within the designated Neighborhood Reinvestment Area. Expenditures for dangerous building condemnation and demolition activities are tracked to ensure that City Council Resolution No. R-95-560, which limits MABCD expenditures for non-revenue producing condemnation and housing code enforcement activities to twenty percent (20%) of MABCD's total annual budgeted Special Revenue Fund expenditures, is followed. Owners of condemned structures demolished by the City are billed for the contractual costs of demolition, plus an additional five hundred dollar (\$500) administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property, which may be collected upon subsequent sale or transfer of the property.

**Legal Considerations:** The resolutions and notices of hearing were reviewed and approved as to form by the Law Department.



**Recommendations/Actions:** It is recommended that the City Council close the public hearing, adopt the resolutions declaring the buildings to be dangerous and unsafe structures, and accept the BBCSA recommended actions to proceed with condemnation, allowing 10 days to start demolition and 10 days to complete removal of the structures. Any extensions of time granted to repair any structures would be contingent on the following: (1) All taxes have been paid to date as of October 6, 2015; (2) the structures have been secured as of October 6, 2015, and will continue to be kept secured; and (3) the premises are mowed and free of debris as of October 6, 2015, and will be so maintained during renovation.

If any of the above conditions are not met, the MABCD will proceed with demolition action and also instruct the City Clerk to have the resolutions published once in the official city paper and advise the owner of these findings.

**Attachments:** Case summary, CDM summary and follow-up history

**October 6, 2015**  
**City Council**  
**Removal of Dangerous Structure Case Summary**

Address	Cncl. Dist.	Hsng. Case Age	Cndm. Init. Date	BCSA Hearing Date & Recommendation	Owner/ Rep. At BCSA ?	Open or Secure	Premise Cond. Status	Property Tax Status	Special Assessments
344 N. Piatt	I	4 yrs. 7 mos.	05/12/15	08/03/15 - 10/10	Yes	Unsecure with an open south window.	Tall grass and weeds, tree waste and miscellaneous debris.	The 2011, 2012, 2013 and 2014 taxes are delinquent in the amount of \$939.05, which includes interest.	There are 2015 special assessments for board-up in the amount of \$258.77 and lot cleanup in the amount \$833.69, both include interest.
430 N. Bleckley (shared accessory structure)	I	7 mos.	05/12/15	08/03/15 - 10/10	No	Unsecure	Tall grass and weeds.	Current	None
116 W. Zimmerly (parcel address 1352 S. Water)	III	3 yrs. 2 mos.	05/12/15	08/03/15 - 10/10	Yes	Secure	Maintained	Current	There are 2015 special assessments for board-up in the amount of \$89.05 and lot cleanup in the amount of \$1,019.39, which includes interest.
2671 S. Fees	III	16 yrs. 11 mos.	05/12/15	08/03/15 - 10/10	No	Unsecure with open doors	Bulky waste and tall grass and weeds.	The 2012, 2013 and 2014 taxes are delinquent in the amount of \$1,355.42, which includes interest.	There is a 2015 special assessment for weed cutting in the amount of \$143.86, which includes interest.

**DATE: September 21, 2015**

**CDM SUMMARY**

**COUNCIL DISTRICT # I**

**ADDRESS: 344 N. PIATT AVE**

**LEGAL DESCRIPTION: LOT 56 AND THE NORTH HALF LOT 58, BUTLER AND FISHER'S SUBDIVISION OF LOT 2, BUTLER AND FISHER'S ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS**

**DESCRIPTION OF STRUCTURE: A one story, frame dwelling about 53 x 28 feet in size. Vacant and open, this structure has a badly shifting and cracking block foundation; rotted and missing composition siding; badly worn roof; badly deteriorated front porch; exposed, rotted framing members; and rotted soffit, fascia and wood trim.**

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

**A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**

**B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**

**C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.**

**E. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

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Director of Metropolitan Area Building and Construction Department  
Enforcing Officer

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Date

**DATE: September 21, 2015**

**BCSA GROUP # 2**

**ADDRESS: 344 N. PIATT AVE**

**ACTIVE FIELD FILE STARTED: February 18, 2011**

**NOTICE(S) ISSUED:** Since February 18, 2011, a notice of improvement and several violation notices have been issued. No violations have been corrected since May 2012. It should be noted that on two occasions the Wichita Police Department has requested MABCD assistance with this property. Uniform criminal complaints have been issued and it has been the subject of neighborhood court.

**PRE-CONDEMNATION LETTER: October 16, 2014**

**TAX INFORMATION:** The 2011, 2012, 2013 and 2014 taxes are delinquent in the amount of \$939.05, which includes interest.

**MABCD COST ASSESSMENTS/DATES:** There are 2015 special assessments for board-up in the amount of \$258.77 and lot cleanup in the amount \$833.69, both include interest.

**PREMISE CONDITIONS:** Tall grass and weeds, tree waste and miscellaneous debris.

**VACANT NEGLECTED BUILDING REPORT:** None

**MABCD NUISANCE & ABATEMENT REPORT:** In May 2008, April 2011, May 2012 and January 2013, neighborhood nuisance enforcement cases were initiated resulting in owner compliance. In July 2013, a neighborhood nuisance enforcement case was initiated resulting in court dismissal. In July 2014, a neighborhood nuisance enforcement case was initiated resulting in City of Wichita contractor abatement in the amount of \$731.22. On November 5, 2014, MABCD staff completed an emergency board-up in the amount of \$251.83. In August 2015, a neighborhood nuisance case was started and remains open.

**POLICE REPORT:** In the past five years there have been twelve reported police incidents at this location including battery domestic violence, aggravated child endangerment, unlawful possession of marijuana, other miscellaneous offenses, lost miscellaneous property, miscellaneous officers, miscellaneous report (4) and fighting domestic violence (2).

**FORMAL CONDEMNATION ACTION INITIATED: May 12, 2015**

**RECENT DEVELOPMENTS:** No repairs have been made and the structure is unsecure with an open south window.

**HISTORIC PRESERVATION REPORT:** No impact

**OWNER'S PAST CDM HISTORY:** None

**BOARD OF B. C.S. & A. RECOMMENDATION:** At the August 3, 2015, BCSA hearing, the owner of the property, Ricky Adams, was present.

**Approximately 53 x 28 feet in size, this is one-story, frame dwelling. Vacant and open, this structure has a badly shifting and cracking block foundation; rotted and missing composition siding; badly worn roof; badly deteriorated front porch; exposed, rotted framing members; and rotted soffit, fascia and wood trim.**

**In agreement with staff recommendation, Board Member Harder made a motion to submit the property to the City Council for condemnation, with ten days to begin wrecking the structure and ten days to complete the demolition. Board Member Crotts seconded the motion. The motion passed (8-0).**

**STAFF RECOMMENDATION/REMARKS:** Adopt the recommendation of the Board of Building Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

**DATE: September 21, 2015**

**CDM SUMMARY**

**COUNCIL DISTRICT # I**

**ADDRESS: 430 N. BLECKLEY DR (shared accessory structure)**

**LEGAL DESCRIPTION: THE SOUTH 20.5 FEET OF LOT 9, AND ALL OF LOT 11, BLOCK 2, EAST BOULEVARD ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**

**DESCRIPTION OF STRUCTURE: A one story, frame (shared) accessory garage about 21x18 feet in size. It has rotted and missing siding; missing garage doors; exposed, rotted framing members; and rotted wood trim.**

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

**A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**

**B. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

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Director of Metropolitan Area Building and Construction Department  
Enforcing Officer

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Date



**DATE: September 21, 2015**

**BCSA GROUP # 2**

**ADDRESS: 430 N. BLECKLEY DR (shared accessory structure)**

**ACTIVE FIELD FILE STARTED: March 6, 2015**

**NOTICE(S) ISSUED: None**

**PRE-CONDEMNATION LETTER: May 5, 2015**

**TAX INFORMATION: Current**

**MABCD COST ASSESSMENTS/DATES: None**

**PREMISE CONDITIONS: Tall grass and weeds.**

**VACANT NEGLECTED BUILDING REPORT: None**

**MABCD NUISANCE & ABATEMENT REPORT: In March 2015, a neighborhood nuisance case was initiated. The case was closed per Neighborhood Inspection Administrator.**

**POLICE REPORT: In the past five years there have been eighteen reported police incidents at this location including battery domestic violence, simple assault, intimidation, purchase or consumption by a minor, false police report, other destruction of property, curfew law violation, other miscellaneous offenses, mental cases, suspicious character other, runaway (2), miscellaneous report (4) and larceny B from building (2).**

**FORMAL CONDEMNATION ACTION INITIATED: May 12, 2015**

**RECENT DEVELOPMENTS: A wrecking permit was issued on April 21, 2015. No repairs or demolition has occurred and the structure is unsecure.**

**HISTORIC PRESERVATION REPORT: No impact**

**OWNER'S PAST CDM HISTORY: None**

**BOARD OF B. C.S. &A. RECOMMENDATION: At the August 3, 2015, BCSA hearing, there was no one present to represent this property.**

**A one-story, frame (shared) accessory garage, this building is about 21x18 feet in size. It has rotted and missing siding; missing garage doors; exposed, rotted framing members; and rotted wood trim.**

**As recommended by the staff report, Board Member Harder made a motion to refer the property to the City Council for condemnation, with ten days to begin razing the structure and ten days to complete the removal. Board Member Crotts seconded the motion. The motion carried (8-0).**

**STAFF RECOMMENDATION/REMARKS:** Adopt the recommendation of the Board of Building Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

**DATE: September 21, 2015**

**CDM SUMMARY**

**COUNCIL DISTRICT # III**

**ADDRESS: 116 W. ZIMMERLY (parcel address 1352 S. Water St)**

**LEGAL DESCRIPTION: LOTS 94 AND 96, AND THE NORTH 4.07 FEET OF LOT 98, ON WATER STREET, FEGTLY'S ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**

**DESCRIPTION OF STRUCTURE: A one story frame dwelling about 31 x 30 feet in size. Vacant for at least 11 months, this structure has been damaged by fire. It has shifting and cracking basement walls; fire damaged siding; fire damaged composition roof; deteriorated concrete front porches; fire damaged rear porch; and fire damaged wood trim and framing members.**

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

**A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**

**B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**

**C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

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Director of Metropolitan Area Building and Construction Department  
Enforcing Officer

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Date

**DATE: September 21, 2015**

**BCSA GROUP # 2**

**ADDRESS: 116 W. ZIMMERLY (parcel address 1352 S. Water St)**

**ACTIVE FIELD FILE STARTED: July 13, 2012**

**NOTICE(S) ISSUED:** Since July 13, 2012, a notice of improvement and numerous violation notices have been issued. No violations have been corrected since July 2012.

**PRE-CONDEMNATION LETTER: September 10, 2014**

**TAX INFORMATION: Current**

**MABCD COST ASSESSMENTS/DATES:** There are 2015 special assessments for board-up in the amount of \$89.05 and lot cleanup in the amount of \$1,019.39, which includes interest.

**PREMISE CONDITIONS: Maintained**

**VACANT NEGLECTED BUILDING REPORT: None**

**MABCD NUISANCE & ABATEMENT REPORT:** In June 2009, July 2012 and April 2013 neighborhood nuisance cases were initiated resulting in owner compliance. In June 2014, a neighborhood nuisance case was initiated and nolle processed through court. On March 20, 2015, MABCD staff completed an emergency board-up at a cost of \$86.66. In June 2015, a tall grass and weeds case was initiated resulting in owner compliance.

**POLICE REPORT:** In the past five years there have been ten reported police incidents at this location including miscellaneous report, suspicious character other, battery, battery domestic violence, intimidation domestic violence, parking violation other, trespass, attempt to locate vehicles and miscellaneous report (2).

**FORMAL CONDEMNATION ACTION INITIATED: May 12, 2015**

**RECENT DEVELOPMENTS:** No repairs have been made and the structure is secure.

**HISTORIC PRESERVATION REPORT: No impact**

**OWNER'S PAST CDM HISTORY: None**

**BOARD OF B. C.S. & A. RECOMMENDATION:** At the August 3, 2015, BCSA hearing, Michael Ackerman, representing the property on behalf of HUD, attended the hearing.

Approximately 31 x 30 feet in size, this one-story frame dwelling has been vacant for at least eleven months. This structure has been damaged by fire. It has shifting and cracking basement walls; fire damaged siding; fire damaged composition roof; deteriorated concrete front porches; fire damaged rear porch; and fire damaged wood trim and framing members.

**As recommended by staff, Board Member Harder made a motion to refer the property to the City Council for condemnation, with ten days to begin demolition and ten days to complete removal of the structure. Board Member Willenberg seconded the motion. The motion carried (8-0).**

**STAFF RECOMMENDATION/REMARKS:** Adopt the recommendation of the Board of Building Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

**DATE: September 21, 2015**

**CDM SUMMARY**

**COUNCIL DISTRICT # III**

**ADDRESS: 2671 S. FEES ST**

**LEGAL DESCRIPTION: LOT 12, BLOCK O, PLANEVIEW SUBDIVISION NUMBER 1, IN SECTION 2, TOWNSHIP 28 SOUTH, RANGE 1 EAST OF THE 6TH P.M., SEDGWICK COUNTY, KANSAS**

**DESCRIPTION OF STRUCTURE: A one story frame tri-plex about 25 x 90 feet in size. Vacant for at least 2 years, this structure has deteriorated wood pier foundation; broken and missing transite siding; badly deteriorated concrete porches and steps; rotted wood trim; and the 8 X 7 foot accessory shed is open.**

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

**A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**

**B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**

**C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

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Director of Metropolitan Area Building and Construction Department  
Enforcing Officer

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Date



**DATE: September 21, 2015**

**BCSA GROUP # 2**

**ADDRESS: 2671 S. FEES ST**

**ACTIVE FIELD FILE STARTED: October 21, 1998**

**NOTICE(S) ISSUED:** Since October 21, 1998, numerous notice of improvements and violation notices have been issued. It should be noted that a uniform criminal complaint had been issued and it has been the subject of neighborhood court. No violations have been corrected since May 2012.

**PRE-CONDEMNATION LETTER: August 8, 2014**

**TAX INFORMATION:** The 2012, 2013 and 2014 taxes are delinquent in the amount of \$1,355.42, which includes interest.

**MABCD COST ASSESSMENTS/DATES:** There is a 2015 special assessment for weed cutting in the amount of \$143.86, which includes interest.

**PREMISE CONDITIONS:** Bulky waste and tall grass and weeds.

**VACANT NEGLECTED BUILDING REPORT:** None

**MABCD NUISANCE & ABATEMENT REPORT:** In October 2009, November 2011 and May 2012, neighborhood nuisance enforcement cases were initiated resulting in owner compliance. In July 2013 and October 2013, tall grass and weeds cases were initiated resulting owner compliance. In June 2014, a tall grass and weeds case was initiated resulting in City of Wichita contractor abatement in the amount of \$140.00

**POLICE REPORT:** In the past five years there has been no reported police incidents at this location.

**FORMAL CONDEMNATION ACTION INITIATED:** May 12, 2015

**RECENT DEVELOPMENTS:** No repairs have been made and it is unsecure with open doors.

**HISTORIC PRESERVATION REPORT:** No impact

**OWNER'S PAST CDM HISTORY:** None

**BOARD OF B. C.S. & A. RECOMMENDATION:** At the August 3, 2015, BCSA hearing, no one was present on behalf of this property.

This one-story frame tri-plex is about 25 x 90 feet in size. Vacant for at least two years, this structure has deteriorated wood pier foundation; broken and missing transite siding; badly deteriorated concrete porches and steps; rotted wood trim; and the 8 X 7 foot accessory shed is open.

**Concurring with the staff recommendation, Board Member Crotts made a motion to refer the property to the City Council with a recommendation of condemnation, with ten days to begin wrecking the structure and ten days to remove it. Board Member Harder seconded the motion. The motion carried (8-0).**

**STAFF RECOMMENDATION/REMARKS:** Adopt the recommendation of the Board of Building Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

City of Wichita  
City Council Meeting  
October 6, 2015

**TO:** Mayor and City Council

**SUBJECT:** ZON2015-00026 – City Zone Change from SF-5 Single-Family Residential to TF-3 Two-Family Residential on Lots 19 – 39 in the Siena Lakes Subdivision Generally Located on the South Side of West 37<sup>th</sup> Street North, One-Half Mile West of Hoover Road. (District V)

**INITIATED BY:** Metropolitan Area Planning Department

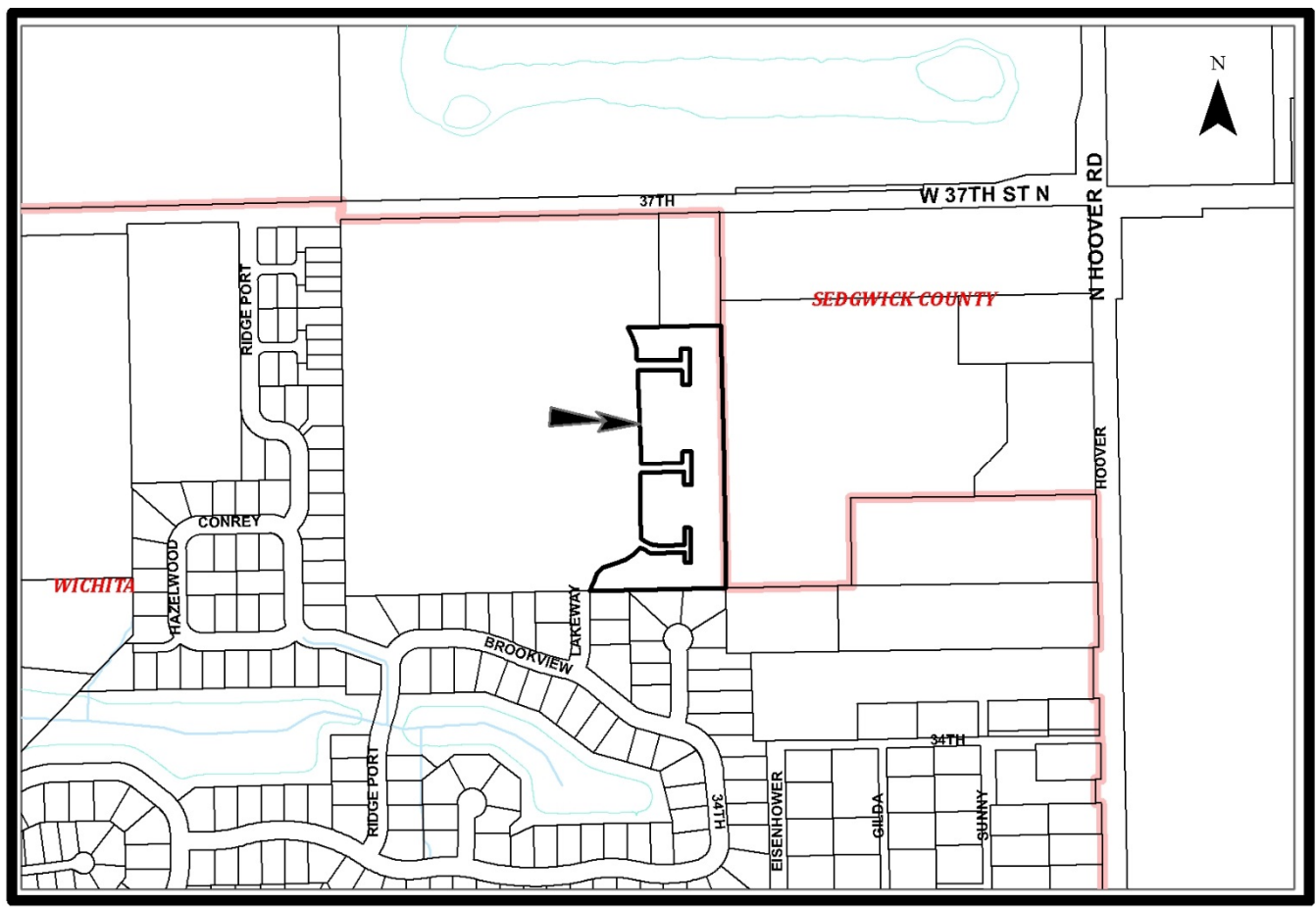
**AGENDA:** Planning (Non-Consent)

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**MAPC Recommendation:** The MAPC recommended approval of the request (11-0).

**DAB Recommendation:** District Advisory Board V recommended approval (9-0).

**MAPD Staff Recommendation:** Metropolitan Area Planning Department staff recommended approval of the request.



**BACKGROUND:** The applicant is requesting a zone change from Single-Family Residential (SF-5) to Two-Family Residential (TF-3) zoning on approximately 5.81 acres of Siena Lakes Addition to Wichita, Sedgwick County, Kansas. The current location map includes lots 40-44 the south end of the site. The applicant reduced the number of lots to include only lots 19 through 39 on which he proposes to build duplexes.

West of the subject site is the undeveloped SF-5 zoned Siena Lake subdivision. North of the subject site is a 2-acre SF-5 zoned tract that is developed with a single-family house which was built in 2004. Property east of the subject site is located in the county Single-Family (SF-20) residential. South of the subject site is the Ridge Port Subdivision zoned SF-5, which is developed with single family residences.

At the DAB V meeting on August 10, 2015, the developer (applicant) and the DAB V members negotiated items that are to be included in a private covenant for the Siena Lakes plat. This is a private covenant between the developer and nearby property owners. The City has no enforcement power or responsibilities of the private covenant.

**Analysis:** On August 20, 2015, the MAPC reviewed the application. Property owners in the notification area were present for comment to the MAPC. Multiple speakers at the MAPC hearing requested that Lakeway Street between Ridge Port and Siena Lakes subdivisions be limited to emergency access only. The applicant confirmed the details of the private covenant. A protest letter representing less than 20 percent of the calculated protest area was received.

The MAPC approved the application unanimously (11-0).

**Financial Considerations:** Approval of this request will not create any financial obligations for the City.

**Legal Considerations:** The Law Department has reviewed and approved the ordinance as to form.

**Recommendation/Actions:** It is recommended that the City Council: 1) Concur with the findings of the MAPC and approve the zoning change subject to the conditions enumerated, and adopt the findings of the MAPC and instruct the Planning Department to forward the ordinance for first reading when the plat is recorded (requires simple majority of 4 votes); 2) ; Return the case to MAPC for further review (requires simple majority of 4 votes); or 3) Deny the zoning request by making alternative findings, and override the MAPC's recommendation (requires a two-third majority of 5 votes to override the MAPC's recommendation).

**Attachments:** MAPC minutes, Site Plan, DAB V memo, Protest Letter (e-mail copy) Ridge Port property owners, Ordinance and Protest Map.

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY  
OF THE CITY OF WICHITA, KANSAS.

**SECTION 1.** That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

**Case No. ZON2015-00026**

City zone change from Single-Family Residential (SF-5) to Two-Family Residential (TF-3) zoning on approximately 5.81 acres of Siena Lakes Addition to Wichita, Sedgwick County, Kansas described as Lots 19 through 39 subject to the development standards enumerated in the plat.

**SECTION 2.** That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

**SECTION 3.** That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

\_\_\_\_\_  
Jeff Longwell, Mayor

**ATTEST:**

\_\_\_\_\_  
Karen Sublett, City Clerk

(SEAL)

Approved as to form: \_\_\_\_\_  
Jennifer Magaña, City Attorney and Director of Law

**EXCERPT MINUTES OF THE AUGUST 20, 2015 WICHITA-SEDGWICK COUNTY  
METROPOLITAN AREA PLANNING COMMISSION HEARING**

**Case No.: ZON2015-00026 (Deferred from 7-23-2015)** - Siena Lakes LLC (owner) and Chris Bohm, Ruggles & Bohm (agent) request a City zone change request from SF-5 Single-family Residential to TF-3 Two-family Residential on property described as:

That part of the NW1/4 of the NE1/4 of Sec. 34, T26S, R1W of the 6th P.M., Sedgwick County, Kansas, described as commencing at the northeast corner of the NW1/4 of said NE1/4; thence S00°59'20"E along the east line of the NW1/4 of said NE1/4, 417.42 feet to the place of beginning; thence continuing S00°59'20"E along said east line, 900.93 feet to the southeast corner of the NW1/4 of said NE1/4; thence S88°52'18"W along the south line of the NW1/4 of said NE1/4, 466.63 feet to the east right of line of Lakeway Street as platted in Ridge Port North 4th Addition, Wichita, Sedgwick County, Kansas; thence N01°07'42"W, 11.33 feet to point of curvature of a curve to the right, said curve having a radius of 118.00 feet and a central angle of 26°33'46"; thence northeasterly along said curve, 148.54 feet to a point of reverse curve of a curve to the left, said curve having a radius of 150.00 feet and a central angle of 26°33'46"; thence northeasterly along said curve 66.19 feet; thence southeasterly along a curve to the left, said curve having a radius of 112.82 feet, an arc length of 80.35 feet, chord bearing of S70°48'47"E, 78.67 feet to a point of tangency; thence N88°47'05"E, 86.88 feet to a point of curvature of a curve to the right, said curve having a radius of 19.00 feet and a central angle 90°00'00"; thence southeasterly along said curve 29.85 feet to a point of tangency; thence S01°12'55"E, 25.00 feet; thence N88°47'05"E, 32.00 feet; thence N01°12'55"W, 120.00 feet; thence S88°47'05"W, 32.00 feet; thence S01°12'55"E, 25.00 feet to a point of curvature of a curve to the right, said curve having a radius of 19.00 feet and a central angle 90°00'00"; thence southwesterly along said curve 29.85 feet to a point of tangency; thence S88°47'05"W, 86.88 feet to a point of curvature of a curve to the right, said curve having a radius of 80.82 feet and a central angle of 40°48'21"; thence northwesterly along said curve, 57.56 feet; thence northeasterly along a curve to the left, said curve having a radius of 150.00 feet, an arc length of 90.80 feet, chord bearing of N16°07'33"E, 89.42 feet to a point of tangency; thence N01°12'55"W, 111.00 feet to a point of curvature of a curve to the right, said curve having a radius of 19.00 feet and a central angle of 90°00'00"; thence northeasterly along said curve, 29.85 feet to a point of tangency; N88°47'05"E, 102.00 feet to a point of curvature of a curve to the right, said curve having a radius of 19.00 feet and a central angle 90°00'00"; thence southeasterly along said curve 29.85 feet to a point of tangency; thence S01°12'55"E, 25.00 feet; thence N88°47'05"E, 32.00 feet; thence N01°12'55"W, 120.00 feet; thence S88°47'05"W, 32.00 feet; thence S01°12'55"E, 25.00 feet to a point of curvature of a curve to the right, said curve having a radius of 19.00 feet and a central angle 90°00'00"; thence southwesterly along said curve 29.85 feet to a point of tangency; thence S88°47'05"W, 102.00 feet to a point of curvature of a curve to the right, said curve having a radius of 19.00 feet and a central angle of 90°00'00"; thence northwesterly along said curve, 29.85 feet to a point of tangency; thence N01°12'55"W, 276.88 feet to a point of curvature of a curve to the right, said curve having a radius of 19.00 feet and a central angle of 90°00'00"; thence northeasterly along said curve, 29.85 feet to a point of tangency; N88°47'05"E, 102.00 feet to a point of curvature of a curve to the right, said curve having a radius of 19.00 feet and a central angle 90°00'00"; thence southeasterly along said curve 29.85 feet to a point of tangency; thence S01°12'55"E, 25.00 feet; thence N88°47'05"E, 32.00 feet; thence N01°12'55"W, 120.00 feet; thence

S88°47'05"W, 32.00 feet; thence S01°12'55"E, 25.00 feet to a point of curvature of a curve to the right, said curve having a radius of 19.00 feet and a central angle 90°00'00"; thence southwesterly along said curve 29.85 feet to a point of tangency; thence S88°47'05"W, 102.01 feet to a point of curvature of a curve to the right, said curve having a radius of 19.00 feet and a central angle of 89°32'55"; thence northwesterly along said curve, 29.70 feet to a point of reverse curve of a curve to the left, said curve having a radius of 182.00 feet and a central angle of 35°47'06"; thence along said curve, 113.67 feet; thence N88°47'05"E, 319.25 feet to the place of beginning.

**BACKGROUND:** The applicant is requesting a zone change from Single-Family Residential (SF-5) to Two-Family Residential (TF-3) zoning on approximately 5.81 acres of Siena Lakes Addition to Wichita, Sedgwick County, Kansas. The applicant proposes to build 26 duplexes on the property.

West of the subject site is the undeveloped SF-5 zoned Siena Lake subdivision. North of the subject site is a 2-acre SF-5 zoned tract developed with a single-family house which was built in 2004. Property east of the subject site is located in the county Single-Family (SF-20) residential. South of the subject site is the Ridge Port Subdivision zoned SF-5, which is developed with single family residences.

**CASE HISTORY:** The site is located within the City limits of Wichita and consists of 5.81 acres on the south side of 37<sup>th</sup> Street North one-half mile west of North Hoover Road. Staff has received no calls expressing concerns about the proposed zoning change.

**ADJACENT ZONING AND LAND USE:**

NORTH: SF-5	Single-family residential, undeveloped (Siena Lakes)
SOUTH: SF-5	Single-family residential, Ridge Port Subdivision
WEST: SF-5	Single-family residential, undeveloped (Siena Lakes)
EAST: SF-5	Single-family (SF-20), unimproved farm land

**PUBLIC SERVICES:** The site has access to local collector streets that access West 37<sup>th</sup> Street North, a two-lane arterial. All utilities are available to the site.

**CONFORMANCE TO PLANS/POLICIES:** The 2030 Wichita Functional Land Use Guide map depicts the site as appropriate for "urban development growth" area. The urban development growth area is projected population growth and City limit expansion that reflect the full diversity of residential development densities and types typically found in a large urban municipality. Expansion of municipal services and infrastructure for subdivision development are important to encourage growth bases on Wichita population growth and current market trends. As such, the TF-3 zoning within the Siena Lakes Subdivision conforms to the urban growth area.

**RECOMMENDATION:** This request provides a residential development opportunity that is not uncommon for multiple (more than an acre) undeveloped lots of SF-5 zoned subdivisions located on the edges of the city. Based upon information available prior to the public hearings, planning staff recommends that the request be **APPROVED.**

This recommendation is based on the following findings:



- (1) **The zoning, uses and character of the neighborhood:** The site is located in a predominately SF-5 zoned single-family residential neighborhood. Single-family residences are located to the west and south of the newly platted Siena Lakes subdivision.
- (2) **The suitability of the subject property for the uses to which it has been restricted:** TF-3 zoning would allow single-family residences and duplexes to be built which is an appropriate use for urban residential development.
- (3) **Extent to which removal of the restrictions will detrimentally affect nearby property:** The requested TF-3 zoning allows duplexes as well as single-family residences by right. There is TF-3 zoning within one mile of the subject site.
- (4) **Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant:** Approval of the request would limit development by right to single-family residential, duplex, and some (but not limited to) institutional uses such as a parks, schools and churches.
- (5) **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:** The 2030 Wichita Functional Land Use Guide map depicts the site as appropriate for “urban development growth” area. The urban development growth area is projected population growth and City limit expansion that reflect the full diversity of residential development densities and types typically found in a large urban municipality. Expansion of municipal services and infrastructure for subdivision development are important to encourage growth bases on Wichita population growth and current market trends. As such, the TF-3 zoning within the Siena Lakes Subdivision conforms to the urban growth area.
- (6) **Impact of the proposed development on community facilities:** All services are in place and any increased demand on community facilities can be handled by current infrastructure.

**KATHY MORGAN**, Planning Staff presented the Staff Report. She said the DAB recommended that lots 40-44 be taken out of the zone change request and remain single-family residential so only lots 19-39 will be changed to TF-3 if the application is approved. She noted that although the notification area was 350 feet; the actual valid protest area is 200 feet.

**MORGAN** referred to a handout which was an Ordinance of Protective Overlay #299 that incorporated suggested conditions discussed at the DAB meeting. She briefly reviewed the conditions including access into the subdivision along Lakeway for emergency access only; that the duplexes be 50% owner occupied so only one unit of the duplex could be leased. She mentioned that it was requested that all vehicles be parked in garages and not on the street apron; that the homeowners association (HOA) would establish the maintenance standards and would maintain landscaping and that gates or bollards be installed at Lakeway for emergency access only.

**DENNIS** asked who drew up the PO and at whose request.

**MORGAN** responded that Senior Planning Staff instructed her to draft the Ordinance with the PO based on comments from the DAB meeting.

**DENNIS** questioned how an Ordinance that all vehicles be parked in garages would be enforced.

**MORGAN** deferred to Bill Longnecker, Senior Planning Staff.

**LONGNECKER** said the PO is a reflection of the dialogue between the DAB and the applicant at the meeting. He mentioned forming an HOA that would be responsible for maintenance and repair and rules governing the development. He said the PO reflects what the applicant agreed to at that meeting including that cars be parked in garages and that half of the duplexes be owner occupied.

**SHARON DICKGRAFE, CHIEF DEPUTY CITY ATTORNEY** said the answer to whether the City can enforce items in the PO is “no”. She commented that this is the first time she has seen the PO and added, that as a Law Department, the City does not get involved in HOA issues. She said if the Ordinance is passed someone is going to have to figure out how to enforce it and she thinks this sets up an expectation by the neighbors that the City will enforce the covenants; however, the City has no legal authority to do so. She said she believes the most the Ordinance could do is request that an HOA be established.

**DENNIS** mentioned the plat and how the bollards would block the right-of-way.

**LONGNECKER** commented that representatives from the Fire and Public Works Departments were at the meeting and agreed that a portion of the right-of-way could be vacated to accommodate that request. He said emergency access could be dedicated at that time.

**DENNIS** clarified that the Commission could forget the entire PO right now.

**LONGNECKER** commented that the City Attorney said the City could require the applicant to establish an HOA.

**DICKGRAFE** commented that some of the provisions included in the PO could be considered during the vacation process. She said right now they are looking at conditions that haven’t been evaluated by the Subdivision Committee or the Planning Commission. She said assuming the Commission wants the PO, items a. and b. are okay and just the first sentence of item c. She said they do not want to get into a situation where they are alluding to anybody that the City would try to enforce any covenants.

**RAMESEY** declared that he had ex parte communication on the application. He said he does not understand the reasoning behind blocking off Lakeway because Ridge Port is not a gated community and Lakeway is obviously intended to be a through street.

**MORGAN** referred the question to the agent. She said she believes it was based on a request made by the neighbors at the DAB hearing.

**MILLER** commented that the applicant was proposing rezoning; the neighbors to the south of the site were opposed to what they thought it would do to their area so the PO is a result of negotiations and the conversation between the applicant and the neighbors to the south. He said staff is attempting to accommodate whatever will make the application work depending on whether what the applicant has proposed is suitable or not; and, obviously, the City Attorney has pointed out that some of the provisions in the PO are not appropriate. He said vacating the street was suggested as a way to satisfy the concerns of the neighbors to the south. He said whether staff is supportive is another question, but they thought they should at least present the suggestions to the Planning Commission for discussion.

**J. JOHNSON** clarified that the HOA is responsible for the suggested limitations, not the City and any violations are settled through the courts.

**DICKGRAFE** said that is correct. She added that the City receives calls every month wanting them to enforce covenants. She said if the provisions are put into an Ordinance as part of a PO which is enforceable through the UZC, it gives the impression that the City will be the enforcement authority.

**RICHARDSON** said fundamentally one of his objections is seeing this for the first time at today's hearing. He said presenting this detailed and complicated overlay and asking the Commission to make a decision isn't right. He said the Commission needs to have this type of information ahead of time, not when they walk in the door.

**CHRIS BOHM, RUGGLES AND BOHM, AGENT FOR THE APPLICANT** said the requested zone change was deferred until today because the applicant wanted to present it to the DAB first. He said the ownership of Siena Lakes met with a group of neighbors to the south prior to the DAB hearing and the elements phrased in this PO are a result of that meeting. He briefly reviewed the provisions which were deletion of the bottom five (5) lots to the south from the application so they would remain SF-5; maintain the tree line on the north border of Ridge Port (south border of Siena Lakes); that half the duplexes be owner occupied which the HOA was happy to put in the covenants. He said the other issue was direct access to Lakeway Street through the Ridge Port neighborhood. He said the applicant offered to vacate the street and dedicate a 20-foot access emergency roadway with bollards or a gate instead of keeping it as a city street. He commented that they have spoken to both the City Fire Department and Traffic Engineering and they are both okay with that idea. He said the PO was offered as a way to start the conversation and put into words what the neighbors requested. He said the covenants for the area will be written that cars need to be parked in garages, but how enforceable that covenant is from a legal standpoint, he does not know.

**RICHARDSON** clarified that 21 dwelling units will be eliminated if the five lots are withdrawn from the application. He mentioned the length of the hammerhead / cul-de-sac and also requested clarification that the Fire Department was okay with the vacation of the street right-of-way and installation of a private street for Fire access, which would have to be presented to the Subdivision Committee for review and approval.

**BOHM** responded yes, he understood the applicant would have to apply for a vacation of the right-of-way.

**WARREN** said speaking from experience parking restrictions are a nightmare and he thinks that is a terrible mistake. He asked how are you going to monitor ownership and what happens if the owner gets transferred on his job. He asked how are they going to force someone into a situation where they have to sell their half of the unit when the only way it makes economic sense is to rent it. He said he can't understand why they would even ask anyone to do that. He said the streets belong to the City. He said he would be opposed to blocking off the street. He suggested getting rid of the gate and opening the street as it was originally designed. He said he would not support any kind of Ordinance that restricts parking.

**GOOLSBY** asked if the applicant was okay with no PO.

**BOHM** said they are presenting what they promised to present at the DAB hearing because they are a result of negotiations with the homeowners to the south of the site in order for them not to protest this proposed rezoning. He said they can agree to remove lots 40-44 from the zone change request. He said he doesn't know about the status of the trees along the south property line and if that can be included in a PO. He said they realize after discussion with staff that they need to forward a vacation request on the right-of-way; however, if the Planning Commission as a body was choosing not to support the vacation that may change.

**RAMSEY** asked what would be gained by blocking off the street. He said it appears that there are already constricting points that reduce the street down to one lane now. He said he lives in Ridge Port north and he doesn't know if they can put bollards up to keep people from using the lake. He said blocking the street makes no sense to him.

**BOHM** said the neighbors to the south were concerned with traffic movement.

**JAY RUSSELL, APPLICANT** clarified that he didn't realize until today that putting vehicles in garages was going to be part of the PO. He said his attorneys have informed him that provision is unenforceable. He suggested striking that provision if the PO is used. He commented about meeting with the neighbors to discuss issues that were important to both sides. He explained that these will not be typical duplex units because they are investor owned and will be controlled by an HOA. He referred to the "Cloisters" development where all exterior maintenance is taken care of by the HOA. He said it was his suggestion that at least one side of the unit be owner occupied, but that wasn't a big issue with him. He said he also agreed that they wouldn't tear up trees along the south lots. He said emergency access was an important issue and the Fire Department didn't have problem with it. He mentioned that the areas to the south and west have been there for three (3) years. He said there are three (3) different entrances and exits from the subdivision out onto 37<sup>th</sup> Street, Ridge Road and another one to the south. He said he believes Siena Lakes will be more of a retirement neighborhood and once the K-96 and Hoover Interchange is completed, this could become a short cut racetrack for people to come through the area. He said he believes more in a walkable neighborhood than a drivable one, and the bollards would allow people to go from one side to the other without having to deal with traffic. He said he would let the homeowners speak for themselves.

**NATE BUYER, 3510 NORTH LAKEWAY STREET** said he moved into this neighborhood ten (10) years ago and this has never been a thru street. He said putting in a street would change things tremendously in their neighborhood. He said the neighbors also felt keeping the trees plus

some kind of divider would keep the neighborhoods separate because the houses that are being built are a lot different than the houses currently in the area. He said they currently have single-family regular homes with large lots and if the street goes through they will have smaller slab on grade homes with smaller lots on the same street. He said they are concerned about property values. He said the idea was to have the walkability without having a racetrack through the neighborhood.

**RAMSEY** asked the speaker to explain the tremendous change.

**BUYER** commented that right now there are five (5) homes in the cul-de-sac. He said if Lakeway is opened up, all the traffic from Hoover Road and 37<sup>th</sup> Street will be coming down the street. He said today there is no traffic in the neighborhood. He said they did not know the street was not going to be a cul-de-sac when they purchased their home because that was what was on the plat map that they showed the DAB, even though it was called something else.

**JOHN MACDONALD, 3758 NORTH RIDGE PORT COURT** mentioned that a lot of work and effort went into development of the PO as a result of discussions between the developers and the neighbors to the south of the site. He mentioned that it was disclosed at the DAB hearing that the HOA would be responsible for the exterior maintenance on the twin homes. He said right now it indicates that the HOA would just be responsible for “setting standards” and there is quite a difference from between that and being responsible for maintenance. He said he thinks the correct reflection of the DAB discussion is that the HOA will be responsible for exterior maintenance of the duplex homes.

**CHRIS BROWN, 3511 NORTH LAKEWAY STREET** said she has lived in her home for 12 years. She commented that the only people who need access to Lakeway are the people who live south of them and they are fine with not having access. She said the neighborhood has been in existence for twelve years and has never had access at this point. She said there are currently two ways out of the neighborhood. She said it doesn’t seem like there needs to be another access point for ingress and egress. She said this allows neighborhood kids to ride their bikes and walk between the neighborhoods. She commented that the developer has made a valid effort to work with the neighborhood because they have some real concerns about the duplexes. She said they understand that urban growth requires multi-family homes and no one wants that in their neighborhood. She concluded by saying she has 20 signed petitions ready to file after the meeting, but she does not want to do that. She said speaking for herself, she would just like something in the Ordinance that says an HOA needs to be established in the area.

**TERRY SIEBERT, 3507 NORTH LAKEWAY STREET** said he owns one of five (5) homes on Lakeway. He commented that property values are just now starting to come back. He said the high density homes the developer wants to plan north of them is not congruent with what is currently in the neighborhood. He said they would like a little bit of separation to protect the largest investment they’ll probably ever make in their lives. He said Lakeway Street has been used as a cul-de-sac and there are already a couple of cul-de-sacs on the north side of the subdivision and they don’t think one more would hurt. He said almost 100% of homes affected by this rezoning have filed protests. He said in their protest letter, they gathered over 100 signatures of people who said they do not care if Lakeway Street goes through. He said people

can exit and enter the neighborhood just fine. He said they have neighborhood block parties, fire pits and game playing, and Lakeway has been used as a dead end street for the last 12 years. He said if the Fire Department, developer and all of the neighbors who will be affected don't have any issue, he doesn't know why anyone here would have an issue. He commented that Mr. Russell has been very kind during this process. He concluded by saying they want the lawns to be maintained and to look nice, since they will be able to see the development from their homes. He said they want to see the same standards they are held to in an attempt to keep their property values as high as possible.

**RICHARDSON** clarified that the neighbors would like to block the street, but still tell the developer how to develop the area to the north even though they don't have access to it.

**SEIBERT** said over 30 homes back up to the area so they will be directly affected. He mentioned a potential buyer's perception when they look out the back door and see the high density development to the north. He said in his mind the property appraisals are going to start going down. He said they are trying to keep the area congruent with what they already have. Responding to a question from Commissioner Ramsey, he said when they bought their home the plat clearly shows the street as a cul-de-sac.

**RAMSEY** said clearly it is not a cul-de-sac because there is no way to turn around.

**B. JOHNSON** asked if the neighborhood would be opposed to dedicating additional right-of-way for a cul-de-sac if the road was closed.

**SIEBERT** said he believed that was going above and beyond and that would be a lot more difficult in his opinion. He commented that the Fire Department said they don't want to come through Ridge Port to get to Siena Lakes.

**RUSSELL** said City Staff requested a list of where the bollards and emergency access has been done before. He said there are 15 different places in the City where there are similar situations and gave several examples of locations. He said generally they are approved when neighbors are concerned about a traffic problem and speed. He said this is eliminating a problem before it becomes a problem. He said he is very much in favor of it. He said on the plat this is drawn in as temporary cul-de-sac. He commented that neither the Fire Department nor City Engineering have a problem with an emergency access point with bollards and/or a gate. He said the Fire Department wanted this as an alternative way in just in case the main entrance to Siena Lakes is blocked. He mentioned child safety and the fact that this will probably be a retirement neighborhood and said he feels this is a better design. He commented that all the buildings and landscaping in Siena Lake will be maintained by an HOA.

**MCKAY** asked if he agreed that half of the unit has to be owner occupied.

**RUSSELL** said he didn't have a problem with it. He said it doesn't make any difference one way or the other.

**MCKAY** asked staff if the homeowners to the south would have to agree to this by petition.

**MILLER** said the stub that is connected to the plat that has already been filed would need to be vacated. He said the neighbors to the south would get notice, but obviously they are in favor of it.

**J. JOHNSON** asked what the Commission was being asked to approve today, does something have to be restructured.

**MILLER** replied that the Commission is being asked to approve the zoning. He said they can approve the application subject to the PO minus the items legal counsel indicated should not be included.

**RICHARDSON** said he could support the requested zoning minus the five lots. He said if the street is going to be vacated he does not believe neighbors to south should have any interest in how the properties are maintained. He said he does not believe the Commission should support a PO.

**MCKAY** asked about the trees on the south portion of the property.

**RICHARDSON** said he did not believe the trees to the south were part of a zoning change, that is between the developer and the neighbors.

**MOTION:** To approve subject to Staff recommendation, deletion of the five lots on the south (Lots 40-44) from the application and subject to the applicant applying for a vacation of the street.

**RICHARDSON** moved, **J. JOHNSON** seconded the motion.

**FOSTER** said he doesn't see how this case has jurisdiction on vacation of the street.

**MILLER** said that is correct and said the vacation request will have to go through the regular process. He said all this is saying is that the developer has to file it.

**FOSTER** asked staff for more information on how the Fire Department and Traffic Engineering got on board with the idea of losing this street connection.

**LONGNECKER** said that was negotiated at the DAB hearing. He said Fire and Traffic were asked to entertain that idea at that time, but it could have been previous to that. He said there were e-mails exchanged regarding obtaining a minor street permit and Traffic Engineering indicated they would rather have the street vacated. He said any vacation request would need to be presented to both the Subdivision Committee and the Planning Commission.

**MCKAY** said he thought this was a good lesson for everyone that the developer and people got together and tried to work out a solution. He said most of the items in the PO can be taken care of with restrictive covenants.

**MORGAN** indicated that the applicant requested that the Ordinance be presented to the Commission.



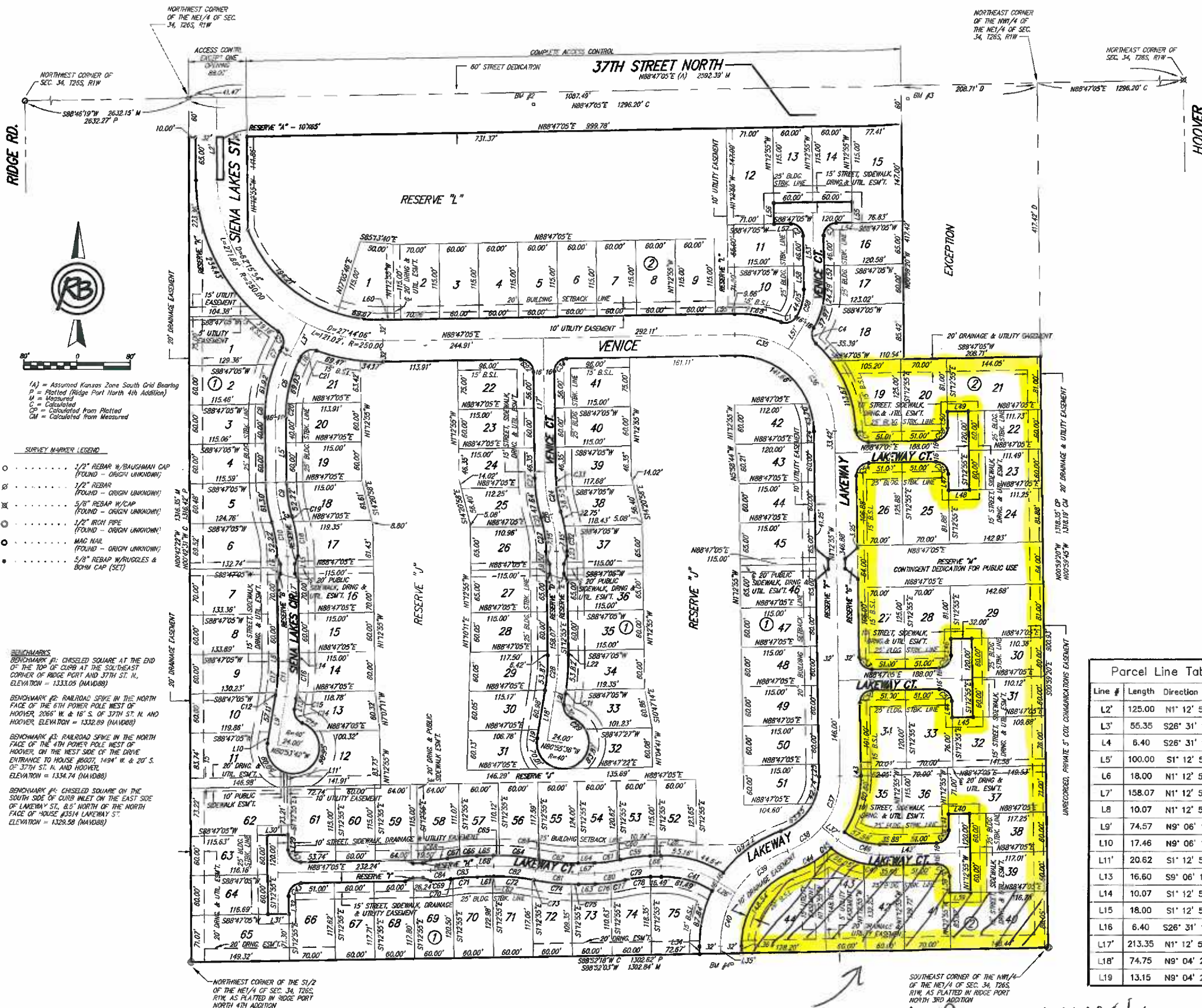
**RICHARDSON** said the decision making body (Planning Commission) got this when they walked in the door and he does not find that acceptable.

**DENNIS** requested that the motion be called.

The **MOTION** carried (11-0).

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SIENA LAKES  
an Addition to Wichita, Sedgwick County, Kansas



Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	26.52	19.00	79.97	N71° 21' 55"E	24.42
C2	29.85	19.00	90.00	N46° 12' 55"W	26.87
C3	29.85	19.00	90.00	S43° 47' 05"W	26.87
C4	26.52	19.00	79.97	S8° 36' 25"E	24.42
C5	27.63	19.00	83.32	N15° 08' 30"W	25.26
C6	96.81	200.00	27.74	S12° 39' 08"W	95.87
C7	22.61	216.00	6.00	S23° 31' 17"W	22.60
C8	20.03	216.00	5.31	S1° 26' 28"W	20.02
C9	56.76	200.00	16.26	S9° 20' 44"E	56.57
C10	56.76	200.00	16.26	N9° 20' 44"W	56.57
C11	56.92	316.00	10.32	N3° 56' 41"E	56.84
C12	3.87	300.00	0.74	N8° 44' 07"E	3.87
C13	21.96	40.00	31.45	N54° 25' 29"W	21.68
C14	26.28	19.00	79.25	S30° 31' 21"E	24.24
C15	9.68	332.00	1.67	N8° 16' 11"E	9.68
C16	50.12	332.00	8.65	N3° 06' 34"E	50.07
C17	50.16	300.00	9.58	N3° 34' 30"E	50.11
C18	52.52	216.00	13.93	N8° 10' 50"W	52.39
C19	8.78	216.00	2.33	N16° 18' 38"W	8.78
C20	20.04	184.00	6.24	S1° 54' 17"W	20.03
C21	27.63	19.00	83.32	S68° 10' 52"W	25.26
C22	29.85	19.00	90.00	N46° 12' 55"W	26.87
C23	13.66	216.00	3.62	S3° 01' 38"E	13.66
C24	56.76	200.00	16.26	S9° 20' 44"E	56.57
C25	13.59	184.00	4.23	N15° 21' 37"W	13.58
C26	56.76	200.00	16.26	N9° 20' 44"W	56.57
C27	38.63	184.00	12.03	N7° 13' 49"W	38.56
C28	56.74	316.00	10.29	N3° 55' 44"E	56.67
C29	27.11	40.00	38.83	N50° 45' 55"W	26.59
C30	26.28	19.00	79.25	S30° 33' 15"E	24.24
C31	5.80	332.00	1.00	N8° 34' 22"E	5.80
C32	38.55	216.00	10.23	N6° 19' 43"W	38.50
C33	13.66	184.00	4.25	S3° 20' 34"E	13.66
C34	29.85	19.00	90.00	S43° 47' 05"W	26.87
C35	85.33	150.00	32.59	N74° 55' 05"W	84.19
C36	150.29	150.00	57.41	N29° 55' 05"W	144.08
C37	84.04	118.00	40.81	N19° 11' 15"E	82.27
C38	64.68	118.00	31.41	N55° 17' 38"E	63.88
C39	103.22	150.00	39.43	S51° 16' 59"W	101.20
C40	85.60	150.00	32.70	S15° 13' 13"W	84.44
C41	90.65	158.42	32.78	N74° 49' 23"W	89.41
C42	29.85	19.00	90.00	S46° 12' 55"E	26.87

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C43	29.85	19.00	90.00	S43° 47' 05"W	26.87
C44	52.54	150.00	20.07	N60° 57' 50"E	52.27
C45	13.66	150.00	5.22	N46° 19' 19"E	13.65
C46	68.96	96.82	40.81	S70° 48' 45"E	67.51
C47	24.30	112.82	12.34	S85° 02' 38"E	24.26
C48	29.85	19.00	90.00	N46° 12' 55"W	26.87
C49	29.85	19.00	90.00	N43° 47' 05"E	26.87
C50	29.85	19.00	90.00	S43° 47' 05"W	26.87
C51	29.85	19.00	90.00	N46° 12' 55"W	26.87
C52	29.85	19.00	90.00	N43° 47' 05"E	26.87
C53	29.85	19.00	90.00	S46° 12' 55"E	26.87
C54	29.85	19.00	90.00	S43° 47' 05"W	26.87
C55	29.85	19.00	90.00	N46° 12' 55"W	26.87
C56	29.85	19.00	90.00	N43° 47' 05"E	26.87
C57	29.70	19.00	89.55	S46° 26' 28"E	26.76
C58	53.15	93.43	32.59	N15° 04' 55"E	52.44
C59	45.91	216.00	12.18	S82° 41' 46"W	45.82
C60	3.78	184.00	1.18	N77° 11' 45"E	3.78
C61	35.33	184.00	11.00	N83° 17' 04"E	35.27
C62	60.46	284.00	12.20	S85° 07' 01"E	60.34
C63	1.02	284.00	0.20	S78° 54' 59"E	1.02
C64	59.54	316.00	10.80	N84° 12' 42"W	59.45
C65	8.86	316.00	1.61	S89° 35' 18"W	8.86
C66	26.06	316.00	4.73	S86° 25' 19"W	26.06
C67	18.66	316.00	3.38	S82° 22' 01"W	18.66
C68	26.04	184.00	8.11	N84° 43' 47"E	26.02
C69	30.57	216.00	8.11	N84° 43' 47"E	30.55
C70	3.32	284.00	0.67	S81° 00' 37"W	3.32
C71	36.87	284.00	7.44	S85° 03' 55"W	36.85
C72	58.53	284.00	11.81	N85° 18' 39"W	58.43
C73	2.94	284.00	0.59	N79° 06' 36"W	2.94
C74	57.66	316.00	10.45	S84° 02' 28"E	57.58
C75	10.74	316.00	1.95	N89° 45' 29"E	10.74
C76	24.43	216.00	6.48	N85° 32' 42"E	24.41
C77	21.48	216.00	5.70	N79° 27' 23"E	21.47
C78	39.11	184.00	12.18	S82° 41' 46"W	39.03
C79	42.51	200.00	12.18	S82° 41' 46"W	42.43
C80	42.51	200.00	12.18	N82° 41' 46"E	42.43
C81	64.93	300.00	12.40	S85° 00' 53"E	64.81
C82	64.93	300.00	12.40	N85° 00' 53"W	64.81
C83	42.46	300.00	8.11	S84° 43' 47"W	42.43
C84	28.31	200.00	8.11	N84° 43' 47"E	28.28

Parcel Line Table		
Line #	Length	Direction
L2	125.00	N1° 12' 55.34"W
L3	55.35	S26° 31' 10.95"W
L4	6.40	S26° 31' 10.95"W
L5	100.00	S1° 12' 55.34"E
L6	18.00	N1° 12' 55.34"W
L7	158.07	N1° 12' 55.34"W
L8	10.07	N1° 12' 55.34"W
L9	74.57	N9° 06' 18.01"E
L10	17.46	N9° 06' 18.01"E
L11	20.62	S1° 12' 55.34"E
L13	16.60	S9° 06' 18.01"W
L14	10.07	S1° 12' 55.34"E
L15	18.00	S1° 12' 55.34"E
L16	6.40	S26° 31' 10.95"W
L17	213.35	N1° 12' 55.34"W
L18	74.75	N9° 04' 23.52"E
L19	13.15	N9° 04' 23.52"E

Parcel Line Table		
Line #	Length	Direction
L21	16.16	N9° 04' 23.52"E
L22	6.42	S1° 12' 55.34"E
L23	7.15	S1° 12' 55.34"E
L24	17.29	N1° 12' 55.34"W
L25	19.00	N1° 12' 55.34"W
L26	31.30	N58° 25' 51.67"W
L28	5.76	N88° 47' 04.66"E
L29	22.79	S1° 12' 55.34"E
L30	32.00	S88° 47' 04.66"W
L31	32.00	S88° 47' 04.66"W
L32	27.21	S1° 12' 55.34"E
L34	11.33	S1° 07' 42.07"E
L35	11.33	S1° 07' 42.07"E
L36	11.33	S1° 07' 42.07"E
L37	31.14	S50° 24' 34.82"E
L38	25.00	N1° 12' 55.34"W
L39	32.00	N88° 47' 04.66"E

Parcel Line Table		
Line #	Length	Direction
L40	32.00	N88° 47' 04.66"E
L41	25.00	N1° 12' 55.34"W
L42	121.88	N88° 47' 04.66"E
L43	10.00	N1° 12' 55.34"W
L44	25.00	S1° 12' 55.34"E
L45	32.00	N88° 47' 04.66"E
L46	25.00	S1° 12' 55.34"E
L47	25.00	S1° 12' 55.34"E
L48	32.00	N88° 47' 04.66"E
L49	32.00	N88° 47' 04.66"E
L50	25.00	S1° 12' 55.34"E
L51	47.93	N31° 22' 45.06"E
L52	35.91	N1° 12' 55.34"W
L53	116.91	N1° 12' 55.34"W
L54	25.00	S88° 47' 04.66"W
L55	32.00	N1° 12' 55.34"W
L56	32.00	N1° 12' 55.34"W

Parcel Line Table		
Line #	Length	Direction
L57	25.00	S88° 47' 04.66"W
L58	35.91	N1° 12' 55.34"W
L59	20.00	N88° 47' 04.66"E
L60	17.37	N88° 47' 04.66"E
L61	23.23	S88° 47' 04.66"W
L62	1.77	S88° 47' 04.66"W
L63	24.89	S88° 47' 04.66"W
L64	24.89	S88° 47' 04.66"W
L65	25.00	S88° 47' 04.66"W
L66	16.49	N88° 47' 04.66"E
L67	24.89	S88° 47' 04.66"W
L68	25.00	S88° 47' 04.66"W

removed from request





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**INTEROFFICE  
MEMORANDUM**

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**TO:** MAPC  
**FROM:** Case Bell, Community Liaison  
**SUBJECT:** ZON2015-00026  
**DATE:** August 10, 2015

**Bill Longnecker, Metropolitan Area Planning Department,** presented a request for a zone change from Single-Family Residential (SF-5) to Two-Family Residential (TF-3) zoning on approximately 5.81 acres of Siena Lakes Addition to Wichita, Sedgwick County, Kansas. The applicant proposes to build 26 duplexes on the property. The site is located within the City limits of Wichita and consists of 5.81 acres on the south side of 37<sup>th</sup> Street North one-half mile west of North Hoover Road.

Agent Chris Bohm reported that they had come to an agreement with some of the neighbors that the five lots located on the far south side would remain single family with every effort made to keep the trees that border those properties, an HOA would be established to maintain the exterior of the duplexes which would all be at least 50% owner occupied, and that Lakeway St, while connected through to 37<sup>th</sup> street, would be closed off to thru traffic with access to pedestrians.

**Questions:**

**DAB?** Does Lakeway St. currently dead end? **A:** It is to be connected to the subdivision all of the way to 37<sup>th</sup> St.

**DAB?** Are there other ways to access the subdivision besides Lakeway St? **A:** There are typically two planned ways out.

**Chris Brown, 2511 N Lakeway,** reported that one of the reasons Lakeway St. being closed to thru traffic was so important is that when they built in the area it was originally supposed to be a cul-de-sac.

**Nate Buyer, 3510 N Lakeway,** stated that he was concerned about the duplexes because he believes it will negatively impact property values, but he is pleased that developer will let the southern lots remain single family.

**Marilyn Armor, 3701 N Hoover?** What are they going to do with the rest of acreage after development of this portion? Will the duplexes have a fence so that people do not walk to the neighborhood from the field? **A:** A fence wouldn't be required for either single family or duplexes so there is no plan to build one. The rest of the development will stay single family.

**Rodger Mills, 3751 N Hoover,** stated that while a fence isn't required, it would be nice. Properties sometimes next to open fields have their property lines blurred and trespassing happens. He states he feels the developer isn't being a good neighbor.

**Rodger Mills, 3751 N Hoover?** Will the developer come back in the future and request another zoning change to allow for the other properties to be made into duplexes? **Agent Chris Bohm:** If there was another request it would come back before the DAB but they can't say right now because they don't know what the market will be when they get to developing that area.

**Sandy McDonald, 3758 N Ridgepoint**, stated that she agrees with Rodger Mills that the developer isn't being a good neighbor. There are currently issues with tall grass and weeds. Stated that there were over 100 signatures of people that had concerns. She feels that the HOA can't promise anything and that in the past they tried to prevent rentals because it would hurt their property values.

**Terry Seibert, 3705 N Lakway**, stated that he is also concerned about property values. He was originally told that the street would dead end and be a cul-de-sac and feels that that's what they were sold on. He is resigned to the fact that high density development is going on but is not ok with duplexes because it will only make it higher density. They would like separation between the duplexes and the rest of the neighborhood but are ok with the pedestrian access on the closed off portion of Lakeway St.

**DAB?** Will the concessions be listed as conditions to the zoning case? **A:** It is new information to the planning department tonight.

**DAB?** What is the value of the duplexes? **Developer Jay Russell:** The price range is probably \$200,000 per site.

**Developer Jay Russell:** The old owner of the development passed away and he stated that he does not have control over what sort of neighbor he was. He states that 70% of the Cloisters neighborhood were duplexes and he feels that it's not obvious. He is trying to copy that with these duplexes so that they maintain a high level of aesthetics and maintenance. His understanding was that the 100 people that signed the petition were happy with the concessions.

**DAB:** They had a similar situation with the development he lives in in the 1990's and it worked very well for them.

**DAB?** Will the duplexes be required to park in the garage? **A:** Yes.

**DAB?** How is the gate at Lakeway St. to be maintained and how does it work? **Agent Chris Bohm:** It has a lock on it and when unlocked it lays down flat so it can be driven over and the HOA will maintain the gate.

**Sara Mills, 1802 N Custer?** Even though the fence is not required against the field, is that still an option?

**Agent Chris Bohm:** No because it would cost too much. It would also be the same issue if it was single family homes. The idea is that this will be a retirement community so he doesn't believe it would be an issue.

**Sara Mills, 1802 N Custer?** When do you expect to start on construction? **Agent Chris Bohm:** The bids will take three months and they might be able to get the streets in before winter. Final building of the subdivision could take five-six years and it will take probably four years before they get to the duplexes.

**DAB?** Will the single family homes be patio homes? **A:** Most will be, as will the duplexes

**The DAB V members voted 9-0 to recommend approval of the request subject to the following conditions as presented by the agent, Chris Brohm:**

1. The duplexes will be 50% owner occupied.
2. Lakeway St. will be gated off for thru traffic except for emergency vehicle access with pedestrian and bicycle access on the sides.
3. An HOA will be established that will maintain the exterior of the duplexes as well as the gate on Lakeway St.
4. The five lots located on the southern edge of the zoning request will remain single family homes.
5. The trees on the southern edge of the area will be preserved wherever possible.

## Morgan, Kathy

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**From:** Chriss Brown <chriss@bacaccounting.com>  
**Sent:** Friday, July 17, 2015 11:04 AM  
**To:** Morgan, Kathy  
**Cc:** Frye, Bryan  
**Subject:** Planning Commission Packet for 7/23/2015 ZON2015-00026  
**Attachments:** 2015.07.11\_MAPCLetterandSignatures\_ZON2015-00026.pdf

Hi Kathy,

I spoke to you last week regarding the zoning change request for Sienna Lakes (ZON2015-0026). My neighbor and I have composed a letter and have collected an additional 100 signatures (75 - 1 person per address/25 - multiple persons per address). We anticipate several residents will be attending the meeting to protest the zoning change and some will also be submitting their own letters to the MAPC.

As per your instructions, I am attaching both the letter and the signatures for you to place in the packets to be handed out to members of the planning commission in preparation for the July 23<sup>rd</sup> meeting. Please feel free to contact me with any questions or comments. Additionally, if you would kindly reply so I know you received this email, I would appreciate it. Thank you for all of your help.

Thanks,

Chriss Brown, CPA  
BAC Accounting Owner  
316-832-9213

**IRS CIRCULAR 230 -- DISCLOSURE NOTICE:** IRS Circular 230 regulates written communications about federal tax matters between tax advisors and their clients. To the extent the preceding correspondence and/or any attachment is a written tax advice communication, it is not a full "covered opinion". Accordingly, this advice is not intended and cannot be used for the purpose of avoiding penalties that may be imposed by the IRS regarding the transaction or matters discussed herein. In addition, the materials communicated herein are intended solely for the addressee and are not intended for distribution to any other person or entity, or to support the promotion or marketing of the transaction or matters addressed herein. Any subsequent reader should seek advice from an independent tax advisor with respect to the transaction or matters addressed herein based on the reader's particular circumstances.

RECEIVED

AUG 20 '15

CITY CLERK OFFICE

July 11, 2015

*rec'd*  
*July 17 via e-mail*

Metropolitan Area Planning Commission

Wichita City Hall / 10<sup>th</sup> Floor, 455 N Main St.

Wichita, KS 67202-1688

RE: Case # ZON2015-00026

Dear Metropolitan Area Planning Commission,

We are submitting this letter of protest regarding Case # ZON2015-00026 which requests a zone change from SF-5 Single Family to TF-3 Two-Family Residential one quarter mile west of Hoover Rd on the south side of 37<sup>th</sup> Street North. The applicant is Siena Lakes, LLC, attn.: Jay Russell.

The property owners adjacent to this development protest the proposed zone change request basis the following:

- o Negative effect on neighboring property values
- o Historical water drainage issues / Master drainage plan may not accommodate the additional residences
- o Increased traffic
- o Increased noise levels
- o Two-family residences traditionally become rental properties
- o Comparable home owners association covenants
- o Quality of construction comparable to the adjacent neighborhood
- o General aesthetics not congruent with adjacent neighborhood, i.e. architecture, landscaping, parking
- o Infrastructure of 37<sup>th</sup> street has not been improved to accommodate the additional vehicles/people

We humbly request this commission to consider these objections. The addition of the two-family residences will negatively impact the neighboring property owners.

Respectfully,

Chriss Brown



3511 N Lakeway St

Wichita, KS 67205

316.640.5126

Nathan Byer



3510 N Lakeway St

Wichita, KS 67205


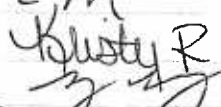
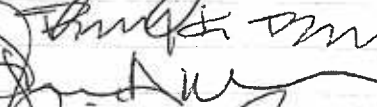
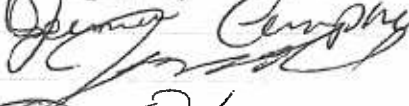
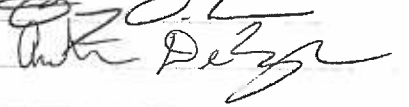





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RECEIVED  
AUG 20 2015

BY: \_\_\_\_\_

Printed Name	Address	Signature
MARILYN FORINASH	3762 N. RIDGE PORT CT.	Marilyn Forinash
Sandy McDonald	3758 N Ridge Port Ct.	Sandra Q. McDonald
JOHN McDONALD	3758 N. RIDGE PORT CT.	John McDonald
Bernice Droste	3630 N Ridge Port St	Bernice Droste
Lester Droste	3630 N Ridge Port St	Lester Droste
Rory Wheeler	3446 N. Sandplum Ct.	Rory L. Wheeler
Duane A. Jones	3458 N. Sandplum Ct	Duane A. Jones
Judy Jones	3458 N. Sandplum Ct	Wichita, KS
Erleanne (DICK) WADON	3450 Sandplum Ct	Wichita, KS
Bonnie Wadon	3450 Sandplum Ct	Wichita, KS
Alta Parker	3770 N Ridge Port Ct.	Wichita, KS
Mitchell Parker	3770 N. Ridge Port Ct.	Wichita, KS
Leann Infanger	3778 N. Ridge Port Ct.	Wichita, KS
Erle Adair	3726 N. Ridge Port Ct.	Wichita, KS
Marjorie Adair	3726 N. Ridge Port Ct.	Wichita, KS
Patsy Kutz	3750 N. Ridge Port Ct.	Wichita, KS
Darryl Kutz	3750 N. Ridge Port Ct.	Wichita, KS
Nancy Frentzel	3766 N. Ridge Port Ct	Nancy Frentzel
Doug Frentzel	3766 N. Ridge Port Ct	Doug Frentzel



Printed Name	Address	Signature
Amy Nulik	6709 W 34 <sup>th</sup> St N	
Eric Robison	6709 W 34 <sup>th</sup> St N	
Kristy Cloud	6701 W. 34 <sup>th</sup> St N	
Trisha Berry	3413 N Hazelwood	
<del>Robert Berry</del>	3413 N HAZELWOOD	
Julie Wagner	3406 N HAZELWOOD CT	
Jaime Campbell	3430 N. Hazelwood Ct	
Jason Cloud	6701 W. 34 <sup>th</sup> St N	
Danny DeNayer	6613 W. 34 <sup>th</sup> St. N.	
Autumn DeNayer	6613 W. 34 <sup>th</sup> St. N.	

Printed Name

Address

Signature

Karl Ruud 6213 W. Brookview Karl Ruud

Veronne Ruud 6213 W. Brookview Veronne Ruud

Ann Turner 6310 W. Brookview Ann Turner

Ken Turner 6310 W. Brookview Ken Turner

Nailu Paraman 6302 W. Brookview Nailu Paraman.

Mark W. Allen 3416 N. Ridge Port Mark W Allen

John Hornback 6222 W. 34th Ct. John Hornback

Jane Hornback 6222 W. 34th Ct. Jane Hornback


Caidyn Siebert 3507 Lakeway St.

Marcel K. Waters 3722 N. Ridge Port Ct

Printed Name

Address


Signature

LEIGH Tinkham 6214 Brookview 


Lori Tinkham 6214 Brookview 

Lexi Tinkham 6214 Brookview 

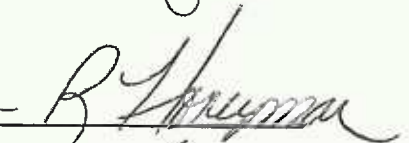
JAMES F. DAVIS 6209 BROOKVIEW 

Christopher M. Martin 6206 W. Brookview 

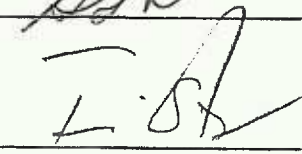
JASON R. SEUBER 6301 W. BROOKVIEW 

Mark C. Zorn 6305 W. Brookview 

Madi Zorn 6305 W. Brookview Madi Zorn

Rebecca Honeyman 6306 W. Brookview - 

Scott Seibert 6219 Hawthorn Ct 

Travis Sully 6210 Brookview 

Wendy Stuck 6210 Brookview Wendy Stuck

Printed Name

Address

Signature

Aaron & Chriss Brown 3511 N. Lakeway Christo M. R

Nathan Byer & Amy Byer 3500 N. Lakeway

Kevin & Melanie Brown 6013 W Brookview Jeff B

Shandi Husen 6014 W. Brookview Ct Shandi Husen

JOEY D Husen 6014 W Brookview Ct Joe D Husen

Brian & Vanessa McKinney 6018 W Brookview Ct

Quinn & Tim Krier 6046 W Brookview Ct. Q. K

Anaer Strecker 6050 W Brookview Ct Strecker

Shane McWhorter 6042 W. Brookview Ct Shane McWhorter

Jerome Collier 6026 West Brookview 150714

Drew & Lindsay Fawcett 6005 W. Brookview St. Drew Fawcett

Jerry & Sandra Liebert 3507 N. Lakeway Sandra Liebert

Printed Name

Address

Signature

Ted Tigard 6010 W. Brookview St. Ted Tigard

Tanne Nelson 6006 W. Brookview Tanne Nelson

Michelle Downing 6002 W. Brookview Michelle Downing

JEN WILSON 6013 W 34<sup>th</sup> J Wilson

Sam Wilson 6013 W. 34<sup>th</sup> Sam Wilson

Tam Le 6025 W. 34<sup>th</sup> Tam Le

Armando Michel 6014 W. 34<sup>th</sup> St. Armando Michel

Aaron Simmons 6029 W 34<sup>th</sup> St. N Aaron Simmons

Kendra Simmons 6029 W 34<sup>th</sup> St. N Kendra Simmons

Julie Coon 6101 W 34<sup>th</sup> St N Julie Coon

Ngoc Van 6105 W. 34<sup>th</sup> St N Ngoc Van

Marilyn Chance 6109 W. 34<sup>th</sup> St Marilyn Chance

Printed Name

Address

Signature

Craig Chance 6109 W. 34th St N. Craig Chance  
Teresa Brungardt  
Teresa Brungardt 6205 W 34th St N. Teresa Brungardt  
Darrin Brungardt 6205 W 34th St N Darrin Brungardt  
Alicia Hart 6209 W 34th St N Alicia Hart  
David C. Hart 6209 W 34th St. N David C Hart  
Chris McInty 6313 W 34th ST N Chris McInty  
Willie Robinson 3411 N. Ridge Port St. Willie Robinson  
WAYNE SPRIGGS 8415 N. RIDGEPORT ST. Wayne Spriggs  
Wael McKail 3505 N. Ridge Port St. Wael McKail  
Amal McKail 3505 N. Ridgeport St. Amal McKail  
Gerald Riley 3506 N. Lakeway Gerald Riley  
Nita Cole 3506 N. Lakeway NITA COLE



Printed Name

Address

Signature

MIKAEL AFSHARPour 6109 W. Brookview M. Afsharpour

Shirin Sadeghi 6109 W Brookview Shirin Sadeghi

Lori Riley 6101 W Brookview Lori Riley

Annell Schrag 6105 W. Brookview Annell Schrag

Christine Schrag 6105 W Brookview Christine Schrag

ERIC E. NORDBERG 3514 N LAKEWAY E. Nordberg



Printed Name

Address

Signature

Bryan Parks 3602 N. Ridgeport Bryan Parks

Ron Cornell 3606 N. Ridgeport Ron Cornell

Lance H. Brown 6511 W. Brookview St Lance H. Brown

Kama Crockett 6611 W Brookview Kama Crockett

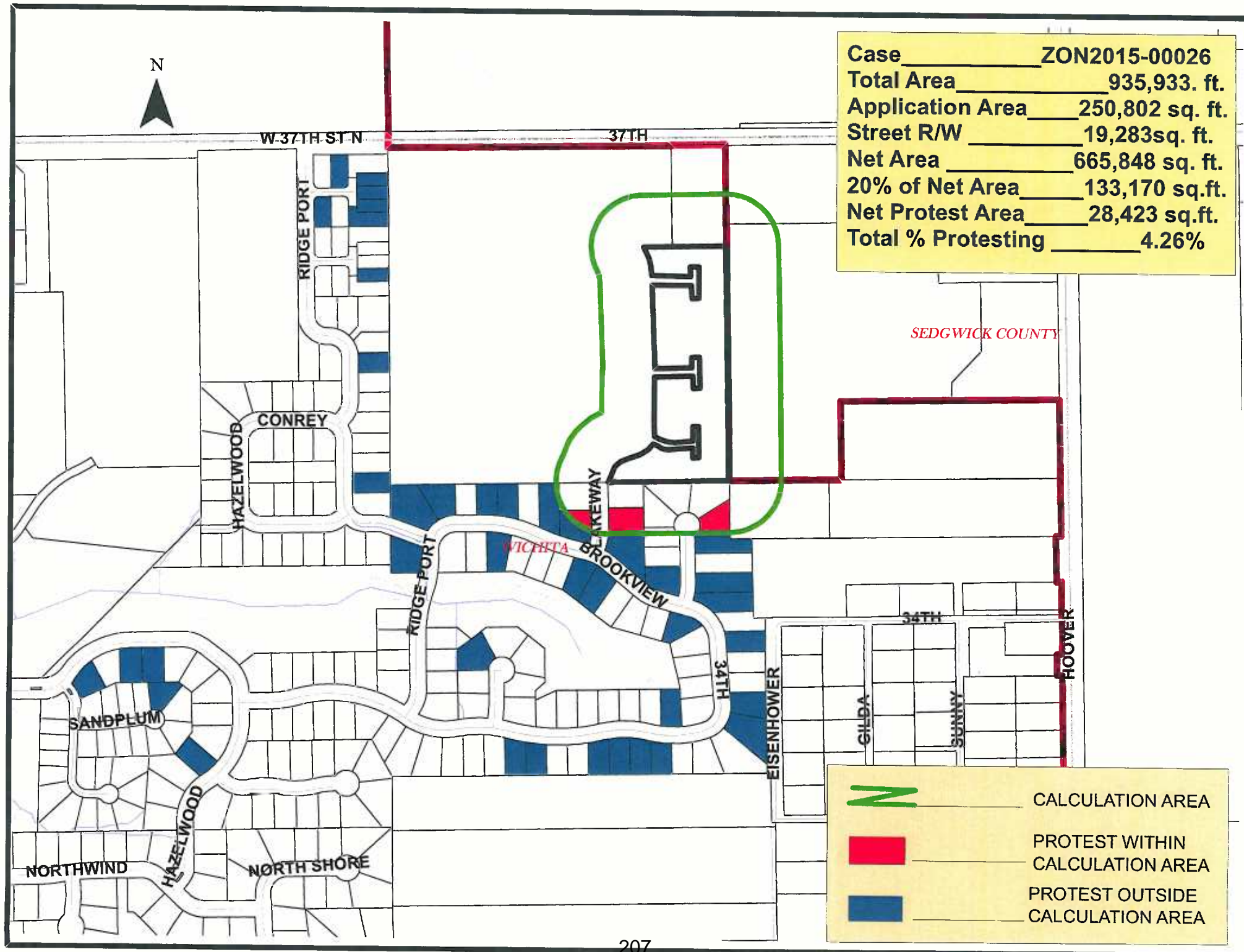
MARY K VAUGHN 6202 W BROOKVIEW ST Mary K Vaughn

Gina Mertes 6304 W. Brookview Ct. Gina Mertes

Wesley Warren 6038 W. Brookview Ct. Wesley Warren

Michelle M'Cann 6022 W. Brookview Ct Michelle M'Cann

Jase Wedel 6009 W 34<sup>th</sup> N. Jase Wedel



City of Wichita  
City Council Meeting  
October 6, 2015

**TO:** Wichita Housing Authority Board Members

**SUBJECT:** Public Hearing – 2016 Annual Agency Plan

**INITIATED BY:** Housing and Community Services Department

**AGENDA:** Wichita Housing Authority Board (Non-Consent)

---

**Recommendation:** Conduct the public hearing, close the hearing, approve the Wichita Housing Authority 2016 Annual Agency Plan, and authorize the necessary signatures to certify the Plan for submission to the U.S. Department of Housing and Urban Development.

**Background:** On October 21, 1998, the Quality Housing and Work Responsibility Act of 1998 (QHWRA) was signed into law as a part of the FY 1999 Appropriations Bill. One provision of the Act is the mandate for public housing authorities to prepare an annual operating plan. The annual plan governs the Public Housing and Housing Choice Voucher programs and must include at a minimum: information on the housing needs of the locality; population served; method of rent determination; general operating policies and procedures; capital improvements; unmet housing needs of families with incomes less than 30 percent of median income; and efforts to coordinate programs.

The Wichita Housing Authority (WHA) is required to obtain input into the plan from the Tenant Advisory Board and to hold a public hearing. In the event the Housing Authority Board receives written or oral comments from the public that are deemed significant enough to amend the Plan, the Housing Authority Board may amend the plan and certify the plan as amended. After the Housing Authority Board considers comments submitted at the hearing and approves the WHA 2016 Annual Plan as prepared or with amendments, WHA staff will transmit the Annual Plan using the required electronic submission template.

**Analysis:** The proposed WHA 2016 Annual Plan has one modification from the existing 2015 Annual Plan. Staff removed the Public Housing preference for working families and those unable to work due to age or disability. Staff do not believe removing this preference will make applicants who qualify as one of these groups wait any longer for a housing offer. The WHA Public Housing program draws applicants from a central waiting list according to the time and date of their application. Once applicants are screened and determined to be eligible for Public Housing they are offered a unit that is an appropriate size for their family. The Section 8 Housing Choice Voucher program removed all its preferences for applicant selection effective for the 2015 Annual Plan. The Tenant Advisory Board approved the proposed Plan on September 9, 2015.

**Financial Considerations:** General Funds totaling \$78,317 have been made available in the 2016 budget to the WHA to support the inspection component of the Section 8 Housing Choice Voucher Program.

**Legal Considerations:** The certification of the 2016 Annual Plan will bring the WHA into compliance with the Quality Housing and Work Responsibility Act of 1998. The Law Department has reviewed and approved the certifications as to form.

**Recommendation/Action:** It is recommended that the Wichita Housing Authority Board conduct the public hearing, close the hearing, approve the Wichita Housing Authority 2016 Annual Agency Plan, and

authorize the necessary signatures to certify the Plan for submission to the U.S. Department of Housing and Urban Development.

**Attachments:**

2016 Annual Agency Plan  
2016 Agency Plan Elements  
Wichita Housing Authority Board Certification  
Certification for a Drug-Free Workplace  
Certification of Payments to Influence Federal Transactions  
Disclosure of Lobbying Activities  
Civil Rights Certification  
Tenant Advisory Board Comments  
Challenged Elements  
Certification of Consistency with the Consolidated Plan

# Certification of Payments to Influence Federal Transactions

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

OMB Approval No. 2577-0157 (Exp. 01/31/2017)

Applicant Name

Program/Activity Receiving Federal Grant Funding

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.  
**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Signature	Date (mm/dd/yyyy)

# PHA Certifications of Compliance with PHA Plans and Related R e g u l a t i o n s

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB No. 2577-0226  
Expires 08/30/2011

## PHA Certifications of Compliance with the PHA Plans and Related Regulations: Board Resolution to Accompany the PHA 5-Year and Annual PHA Plan

*Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the \_\_\_ 5-Year and/or \_\_\_ Annual PHA Plan for the PHA fiscal year beginning, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:*

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA certifies that there has been no change, significant or otherwise, to the Capital Fund Program (and Capital Fund Program/Replacement Housing Factor) Annual Statement(s), since submission of its last approved Annual Plan. The Capital Fund Program Annual Statement/Annual Statement/Performance and Evaluation Report must be submitted annually even if there is no change.
4. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
6. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
7. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
8. For PHA Plan that includes a policy for site based waiting lists:
  - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2006-24);
  - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
  - Adoption of site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
  - The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
  - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
10. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
11. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
12. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.

13. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
14. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
15. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
16. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
17. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
18. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
19. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
20. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
21. The PHA provides assurance as part of this certification that:
  - (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
  - (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
  - (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
22. The PHA certifies that it is in compliance with all applicable Federal statutory and regulatory requirements.

PHA Name

PHA Number/HA Code

5-Year PHA Plan for Fiscal Years 20 - 20

Annual PHA Plan for Fiscal Years 20 - 20

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date



## Civil Rights Certification

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
Expires 08/30/2011

### Civil Rights Certification

#### Annual Certification and Board Resolution

*Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioner, I approve the submission of the Plan for the PHA of which this document is a part and make the following certification and agreement with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:*

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing.

\_\_\_\_\_  
PHA Name

\_\_\_\_\_  
PHA Number/HA Code

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Signature	Date

form HUD-50077-CR (1/2009)

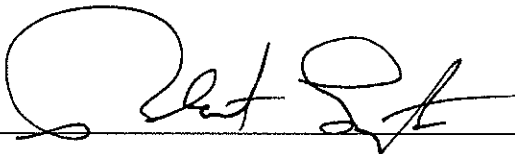
OMB Approval No. 2577-0226

**Certification by State or Local  
Official of PHA Plans Consistency  
with the Consolidated Plan**

**U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB# 2577-0226  
Expires 08/30/2011**

**Certification by State or Local Official of PHA Plans Consistency with the  
Consolidated Plan**

I, Robert Layton the City Manager certify that the Five Year and  
Annual PHA Plan of the City of Wichita Housing Authority is consistent with the Consolidated Plan  
of the City of Wichita, Kansas prepared pursuant to 24 CFR Part 91.

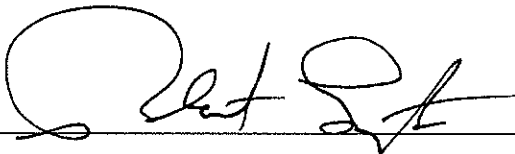
 8/10/2015  
Signed / Dated by Appropriate State or Local Official

**Certification by State or Local  
Official of PHA Plans Consistency  
with the Consolidated Plan**

**U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB# 2577-0226  
Expires 08/30/2011**

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 8/10/2015  
Signed / Dated by Appropriate State or Local Official

# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____	
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  <b>Congressional District, if known:</b>			<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  <b>Congressional District, if known:</b>		
<b>6. Federal Department/Agency:</b>			<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____		
<b>8. Federal Action Number, if known:</b>			<b>9. Award Amount, if known:</b> \$ _____		
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):			<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):		
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
<b>Federal Use Only:</b>				Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

# Certification for a Drug-Free Workplace

## U.S. Department of Housing and Urban Development

Applicant Name

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

**2. Sites for Work Performance.** The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here ☐ if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.  
**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.  
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date

X

Wichita, Kansas  
September 28, 2015  
10:00 a.m., Monday  
Conference Room, 12<sup>th</sup> Floor

**MINUTES - BOARD OF BIDS AND CONTRACTS\***

The Board of Bids and Contracts met with Marty Strayer, Administrative Assistant, Public Works, Fanny Chan, Senior Accountant, Finance, representing the Director of Finance, John Page, Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting dated September 21, 2015, were read and on motion approved.

Bids were opened September 25, 2015, pursuant to advertisements published on:

**2015 Outsourced Pavement Preservation Program CIP Thermal Crack Repairs Phase 4 (various locations) (472-85209/707084/132726/211547) Traffic to be maintained during construction using flag persons and barricades. (District IV, V)**

Barkley Construction \*- \$721,000.00 \*Contract Award Amount

Purchasing Manager recommended that the contracts be awarded as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

On motion the Board recommended that the contracts be awarded as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

**PUBLIC WORKS AND UTILITIES DEPARTMENT/FLEET AND FACILITIES DIVISION: Slip-In Pump and Tank Units.**

Ed M Feld Equipment Co Inc. - \$59,300.00 Base Bid

The Purchasing Division recommended that the contracts be awarded as outlined above, same being the lowest and best bid.

On motion the Board recommended that the contracts be awarded as outlined above, same being the lowest and best bid.

On motion the Board of Bids adjourned.

\_\_\_\_\_  
Marty Strayer, Administrative Assistant  
Department of Public Works

\_\_\_\_\_  
Janis Edwards, CMC  
Deputy City Clerk



Wichita, Kansas  
October 5, 2015  
10:00 a.m., Monday  
Conference Room, 12<sup>th</sup> Floor

MINUTES - BOARD OF BIDS AND CONTRACTS\*

The Board of Bids and Contracts met with Marty Strayer, Administrative Assistant, Public Works, Fanny Chan, Senior Accountant, Finance, representing the Director of Finance, John Page, Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, Zack Daniel, Fellow, representing the City Manager's Office and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting dated September 28, 2015, were read and on motion approved.

Bids were opened September 18, and October 2, 2015, pursuant to advertisements published on:

**21<sup>st</sup> Street Bridge at Derby Refinery (21<sup>st</sup>, west of I-135) 87N-0612-01/472-85120 (715732/636309)**

Defer one week - Pending KDOT Approval

**Douglas Avenue Bridge Replacement (Douglas Avenue, East Branch Gypsum Creek) 87N-0611-01/472-85119 (715731)**

Defer two weeks - Pending KDOT Approval

**Wichita-Valley Center Local Flood Protection Project Diversion Structure Repairs (south of 93<sup>rd</sup> St North, west of Arkansas Ave.) 468-84766 (660811)**

Utility Contractors Inc.\* - \$1,629,397.50

\*Award 10-27-2015 subject to City Council approval of New Engineer's Estimate and Budget Authorization.

**2015 Sanitary Sewer Reconstruction Phase (north of Harry, east of Hillside) 468-85063 (620754)**

Stannard Construction Co. Inc.dba W.B. Carter Construction Co. - \$107,408.35

**Water Distribution System Newmarket Office 2<sup>nd</sup> Addition 448-90524 (735538) Lateral 24, Main 7, NWI Newmarket Office 2<sup>nd</sup> Addition 468-85039 (744402)**

Dondlinger and Sons - \$29,201.00 Group 1

\$32,720.00 Group 2- Negotiated to Engineer's Estimate  
\$61,921.00

Purchasing Manager recommended that the contracts be awarded/deferred as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

On motion the Board recommended that the contracts be awarded/deferred as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

**PUBLIC WORKS AND UTILITIES DEPARTMENT/WATER DISTRIBUTION DIVISION: Meters – Badger 2”-6” and Replacement Parts.**

Midwest Meter Inc.\*- \$376,226.00

\*Estimate – Contract approved on unit cost basis; refer to attachments.

**PUBLIC WORKS AND UTILITIES DEPARTMENT/WATER DISTRIBUTION DIVISION: Valves – Angle and Brass Law Lead.**

HD Supply Waterwords LTD\* - \$58,595.50

\*Estimate – Contract approved on unit cost basis; refer to attachments.

**WICHITA TRANSIT: Douglas Avenue Bus Facility Improvement Phase 2.**

Heartstone Inc. - \$342,880.00 Base Bid  
\$7,120.00 Alternate 1  
\$18,980.00 Alternate 2  
\$18,980.00 Alternate 3

**PUBLIC WORKS AND UTILITIES DEPARTMENT/MAINTENANCE DIVISION: Snow Plow Blades.**

Valk Manufacturing Company - \$29,470.00 Group 1  
\$21,687.50 Group 2

**PUBLIC WORKS AND UTILITIES DEPARTMENT/FLEET AND FACILITIES DIVISION: Sewer Plant 1 Re-Roof.**

AP Roofing and Specialty Coatings - \$186,339.00 Base Bid  
\$1,000.00 Group 2 Option - 1 Each

**PARK AND RECREATION DEPARTMENT/RECREATION DIVISION: Replace Existing C.P. Huntington Locomotive Train Engine, Add Middle Coach and Additional Crossing Signal.**

Chance Rides Manufacturing Inc. \$251,350.00

\*Purchases utilizing Sole Source of Supply Ordinance No. 35-856, Section 2. (b)

The Purchasing Division recommended that the contracts be awarded as outlined above, same being the lowest and best bid.

On motion the Board recommended that the contracts be awarded as outlined above, same being the lowest and best bid.

On motion the Board of Bids adjourned.

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Marty Strayer, Administrative Assistant  
Department of Public Works

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Janis Edwards, CMC  
Deputy City Clerk

**FORMAL BID REPORT**

TO: Robert Layton, City Manager

DATE: October 5, 2015

**ENGINEERING BIDS – GARY JANZEN, CITY ENGINEER****September 25, 2015**

Paving-2015 OP3 CIP Thermal Crack Repairs Phase 4 – Public Works &amp; Utilities Department/Engineering Division

<b>Barkley Construction</b>	<b>(Contract Award Amount)</b>	<b>\$721,000.00</b>
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**October 2, 2015**Paving-21<sup>st</sup> street Bridge at Derby Refinery (21<sup>st</sup>, west of I-135) – Public Works & Utilities Dept/Engineering Division  
(Defer to October, 12, 2015) (Pending KDOT Approval)Paving-Douglas Avenue Bridge Replacement (Douglas Avenue, East Branch Gypsum Creek). – Public Works & Utilities Dept/Engineering Division  
(Defer to October 19, 2015) (Pending KDOT Approval)Wichita-Valley Center Local Flood Protection Project Diversion Structure Repairs (South of 93<sup>rd</sup> St N, West of Arkansas Ave) – Public Works & Utilities Department/Engineering Division

<b>Utility Contractors Inc. (Subject to City Council Approval October 27, 2015 of New Engineer's Estimate and Budget Authorization)</b>	<b>\$1,629,397.50</b>
---	-----------------------

2015 Sanitary Sewer Reconstruction Phase 11 (North of Harry, east of Hillside) – Public Works &amp; Utilities Department/Engineering Division

<b>Stannard Construction Co. Inc. DBA WB Carter Construction Co.</b>	<b>\$107,408.35</b>
--	---------------------

Newmarket Office 2<sup>nd</sup> Addition – Public Works & Utilities Department/Engineering Division

<b>Dondlinger &amp; Sons Group 1 – Water Distribution System</b>	<b>\$29,201.00</b>
--	--------------------

<b>Group 2 – Lateral 24, M7 NWI (Negotiated to Engineer's Estimate)</b>	<b>32,720.00</b>
---	------------------

<b>Aggregate Bid Total</b>	<b><u>\$61,921.00</u></b>
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**PURCHASING BIDS – MELINDA A. WALKER, PURCHASING MANAGER****September 25, 2015**

Slip-In Pump and Tank Units – Public Works &amp; Utilities Department/Fleet &amp; Facilities Division

<b>ED M Feld Equipment Co. Inc. (Deferred from September 21, 2015)</b>	<b>Base Bid</b>	<b>\$59,300.00</b>
--	-----------------	--------------------

**October 2, 2015**

Meters Badger 2"-6" &amp; Replacement Parts – Public Works &amp; Utilities Department/Water Distribution Division

<b>Midwest Meter Inc. (See Exhibit B for Itemized Pricing in the Formal Bid Report)</b>	<b>\$376,226.00</b>
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Valves – Angle and Brass Low Lead – Public Works &amp; Utilities Department/Water Distribution Division

<b>HD Supply Waterworks LTD (See Exhibit C for Itemized Pricing in the Formal Bid Report)</b>	<b>\$58,595.50</b>
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Douglas Avenue Bus Facility Improvements Phase 2 – Wichita Transit

<b>Heartstone Inc.</b>	<b>Base Bid</b>	<b>\$342,880.00</b>
------------------------	-----------------	---------------------

	<b>Add Alternate 1</b>	<b>7,120.00</b>
--	------------------------	-----------------

	<b>Add Alternate 2</b>	<b>18,980.00</b>
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	<b>Add Alternate 3</b>	<b>18,980.00</b>
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Snow Plow Blades – Public Works &amp; Utilities Department/Maintenance Division

<b>Valk Manufacturing Company</b>	<b>Group 1</b>	<b>\$29,470.00</b>
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	<b>Group 2</b>	<b>21,687.50</b>
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Sewer Plant 1 Re-Roof – Public Works &amp; Utilities Department/Fleet &amp; Facilities Division

<b>AP Roofing and Specialty Coatings</b>	<b>Base Bid</b>	<b>\$186,339.00</b>
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<b>Option 1</b>	<b>(Each)</b>	<b>1,000.00</b>
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Replace Existing C.P. Huntington Locomotive Train Engine, Add Middle Coach, and Additional Crossing Signal  
– Park & Recreation Department/Recreation Division

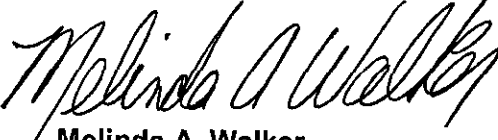
**Chance Rides Manufacturing Inc.**

**Sole Source of Supply,**

**\$251,350.00**

**Ordinance No. 35-856 Section 2(b)**

**ITEMS TO BE PURCHASED AS ADVERTISED IN THE OFFICIAL CITY NEWSPAPER.**



**Melinda A. Walker**  
**Purchasing Manager**

## PAVING BID TABULATION SUMMARY

BOARD OF BIDS - September 25, 2015

RQ541071

FB540174		Engineer's Construction Estimate	PPJ Construction Inc.	Barkley Construction	Kansas Paving Company
2015 OP3 CIP Thermal Crack Repairs Phase 4		\$803,200.00	\$583,780.00	\$579,402.50	\$590,250.00
	BID BOND		X		
(Various Locations)	ADDENDA	0			
472-85209 (707084/132726)					
		Engineer's Construction Estimate	Dondlinger & Sons		
2015 OP3 CIP Thermal Crack Repairs Phase 4		\$803,200.00			
	BID BOND				
(Various Locations)	ADDENDA	0			
472-85209 (707084/132726)					
		Engineer's Construction Estimate			
2015 OP3 CIP Thermal Crack Repairs Phase 4		\$803,200.00			
	BID BOND				
(Various Locations)	ADDENDA	0			
472-85209 (707084/132726)					
		Engineer's Construction Estimate			
2015 OP3 CIP Thermal Crack Repairs Phase 4		\$803,200.00			
	BID BOND				
(Various Locations)	ADDENDA	0			
472-85209 (707084/132726)					
Contract awarded for \$721,000.00					

CHECKED BY: KPREVIEWED BY: PS

## PAVING BID TABULATION SUMMARY

BOARD OF BIDS - September 18, 2015

RQ540942

FB540155		Engineer's Construction Estimate	Dondlinger & Sons	King Construction Co. Inc.	Wildcat Construction Co. Inc.
21st Street Bridge at Derby Refinery		\$1,699,060.00	\$1,548,354.00	\$1,374,350.40	\$1,819,499.20
	BID BOND		X	X	X
(21st, west of I-135)	ADDENDA	4	X	X	X
87N-0612-01/472-85120 (715732/636309)					
		Engineer's Construction Estimate		Kansas Paving Company	Lafarge North America
21st Street Bridge at Derby Refinery		\$1,699,060.00			
	BID BOND				
(21st, west of I-135)	ADDENDA	4			
87N-0612-01/472-85120 (715732/636309)					
		Engineer's Construction Estimate			
21st Street Bridge at Derby Refinery		\$1,699,060.00			
	BID BOND				
(21st, west of I-135)	ADDENDA	4			
87N-0612-01/472-85120 (715732/636309)					
		Engineer's Construction Estimate			
21st Street Bridge at Derby Refinery		\$1,699,060.00			
	BID BOND				
(21st, west of I-135)	ADDENDA	4			
87N-0612-01/472-85120 (715732/636309)					
DEFER 1 WEEK PENDING KDOT APPROVAL					

CHECKED BY: REVIEWED BY: 



## PAVING BID TABULATION SUMMARY

BOARD OF BIDS - October 2, 2015

RQ540980

FB540162		Engineer's Construction Estimate	Wildcat Construction Co. Inc.	Barkley Construction	Cornejo & Sons, LLC
Douglas Avenue Bridge Replacement			\$1,458,668.00		
(Douglas Avenue, East Branch Gypsum Creek)	BID BOND		X		
	ADDENDA	4	X		
87N-0611-01/472-85119 (715731)					
		Engineer's Construction Estimate	Dondlinger & Sons	Kansas Paving Company	
Douglas Avenue Bridge Replacement					
(Douglas Avenue, East Branch Gypsum Creek)	BID BOND				
	ADDENDA	4			
87N-0611-01/472-85119 (715731)					
		Engineer's Construction Estimate			
Douglas Avenue Bridge Replacement					
(Douglas Avenue, East Branch Gypsum Creek)	BID BOND				
	ADDENDA	4			
87N-0611-01/472-85119 (715731)					
		Engineer's Construction Estimate			
Douglas Avenue Bridge Replacement					
(Douglas Avenue, East Branch Gypsum Creek)	BID BOND				
	ADDENDA	4			
87N-0611-01/472-85119 (715731)					
DEFER 2 WEEKS PENDING KDOT APPROVAL					

CHECKED BY: HPREVIEWED BY: PS

## STORM SEWER BID TABULATION SUMMARY

BOARD OF BIDS - October 2, 2015

RQ541026

FB540167		Engineer's Construction Estimate	Utility Contractors Inc.	Duling Construction	Mies Construction
Wichita-Valley Center Local Flood Protection Project Diversion Structure Repairs			\$1,629,397.50		
(s. of 93rd St N, w. of Arkansas Ave)	BID BOND		X		
468-84766	ADDENDA	1			
(660811)			1,629,397.50		
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Utilities Plus
Wichita-Valley Center Local Flood Protection Project Diversion Structure Repairs					
(s. of 93rd St N, w. of Arkansas Ave)	BID BOND				
468-84766	ADDENDA	1			
(660811)					
		Engineer's Construction Estimate	Wildcat Construction	Stannard Construction d/b/a WB Carter	
Wichita-Valley Center Local Flood Protection Project Diversion Structure Repairs					
(s. of 93rd St N, w. of Arkansas Ave)	BID BOND				
468-84766	ADDENDA	1			
(660811)					
		Engineer's Construction Estimate			
Wichita-Valley Center Local Flood Protection Project Diversion Structure Repairs					
(s. of 93rd St N, w. of Arkansas Ave)	BID BOND				
468-84766	ADDENDA	1			
(660811)					
Award 10-27-15 subject to City Council approval of new Engineer's Estimate and Budget Authorization					

CHECKED BY: KpREVIEWED BY: PS

# SANITARY SEWER BID TABULATION SUMMARY

BOARD OF BIDS - October 2, 2015

RQ541092

FB540180		Engineer's Construction Estimate	Stannard Construction Co. Inc.	Danco Enterprises Inc.	Mies Construction
<b>2015 Sanitary Sewer Reconstruction Phase 11</b>		\$240,020.00	\$107,408.35	\$134,775.00	
(north of Harry, east of Hillside)	BID BOND		X	X	
468-85063	ADDENDA	1	X		
(620754)					
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Utilities Plus
<b>2015 Sanitary Sewer Reconstruction Phase 11</b>		\$240,020.00			
(north of Harry, east of Hillside)	BID BOND				
468-85063	ADDENDA	1			
(620754)					
		Engineer's Construction Estimate	Wildcat Construction		
<b>2015 Sanitary Sewer Reconstruction Phase</b>		\$240,020.00			
(north of Harry, east of Hillside)	BID BOND				
468-85063	ADDENDA	1			
(620754)					
		Engineer's Construction Estimate			
<b>2015 Sanitary Sewer Reconstruction Phase 11</b>		\$240,020.00			
(north of Harry, east of Hillside)	BID BOND				
468-85063	ADDENDA	1			
(620754)					

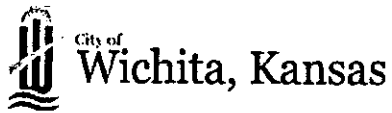
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## WATER BID TABULATION SUMMARY

BOARD OF BIDS - October 2, 2015

RQ541118

FB540181		Engineer's Construction Estimate	Dondlinger & Sons	Duling Construction	Mies Construction
WDS Newmarket Office 2nd Addition 448-90524 (735538)	Group 1	\$39,928.00	\$29,201.00	\$33,045.00	\$33,610.45
L24, M7, NWI Newmarket Office 2nd Addition 468-85039 (744402)	Group 2	\$32,720.00	\$38,941.00	\$64,551.00	\$44,060.25
	BID BOND				
	ADDENDA	1			
<b>BID TOTAL</b>		<b>\$72,648.00</b>	<b>\$68,142.00</b>	<b>\$97,596.00</b>	<b>\$77,670.70</b>
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Utilities Plus
WDS Newmarket Office 2nd Addition 448-90524 (735538)	Group 1	\$39,928.00	\$34,236.00		
L24, M7, NWI Newmarket Office 2nd Addition 468-85039 (744402)	Group 2	\$32,720.00	\$39,554.00		
	BID BOND				
	ADDENDA	1			
<b>BID TOTAL</b>		<b>\$72,648.00</b>	<b>\$73,790.00</b>		
		Engineer's Construction Estimate	Wildcat Construction	Stannard Construction d/b/a WB Carter	
WDS Newmarket Office 2nd Addition 448-90524 (735538)	Group 1	\$39,928.00			
L24, M7, NWI Newmarket Office 2nd Addition 468-85039 (744402)	Group 2	\$32,720.00			
	BID BOND				
	ADDENDA	1			
<b>BID TOTAL</b>		<b>\$72,648.00</b>			
		Engineer's Construction Estimate			
WDS Newmarket Office 2nd Addition 448-90524 (735538)	Group 1	\$39,928.00			
L24, M7, NWI Newmarket Office 2nd Addition 468-85039 (744402)	Group 2	\$32,720.00			
	BID BOND				
	ADDENDA	1			
<b>BID TOTAL</b>		<b>\$72,648.00</b>			
Group 2 negotiated for Engineer's Estimate \$32,720.00 Contract awarded for \$61,921.00					

**BID RESULTS**[Registration](#)[Solicitations](#)[Document Inquiry](#)[Login](#)[Help](#)

This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

**Vendor Group Line****Solicitation:** FB540168**Slip-In Pump and Tank Units****Close Date/Time:** 9/18/2015 10:00 AM CST**Solicitation Type:** Formal Bid[Return to the Bid List](#)**Award Method:** Group**Department:** Public Works Fleet & Facilities**Responses:** 3

<b>Vendors</b>	<b>Complete</b>	<b>Bid Total</b>	<b>City Comments</b>
CET FIRE PUMPS MFG.	Complete	\$105,611.00	Does Not Meet Specifications
ED M FELD EQUIPMENT CO INC	Partial	\$66,295.00	Award 10/6/15 Base Bid Public Works & Utilities Dept./Fleet & Facilities Division
EMERGENCY FIRE EQUIPMENT INC	Partial	\$69,117.00	

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City of  
**Wichita, Kansas****BID RESULTS**[Registration](#)[Solicitations](#)[Document Inquiry](#)[Login](#)[Help](#)

This page summarizes vendor bids by the extended cost for each commodity line on the solicitation.

**Vendor Group Line****Solicitation:** FB540168**Slip-In Pump and Tank Units****Close Date/Time:** 9/18/2015 10:00 AM CST**Solicitation Type:** Formal Bid[Return to the Bid List](#)**Award Method:** Group**Department:** Public Works Fleet & Facilities**Responses:** 3**Go to:**  **Line 001** | Base Bid Four (4) Each Slip-In Pump & Tank Units as per specifications  
Manufacturer # \_\_\_\_\_ Model \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
CET FIRE PUMPS MFG.	4	Each	\$14,173.0000	\$56,692.00	Complete	Attachments sent to Chris
ED M FELD EQUIPMENT CO INC	4	Each	\$14,825.0000	\$59,300.00	Complete	Exceptions: Pump Engine will have a fuel cell located above the pump on the tank. This is the same as the previous units we have built for Wichita. Plumbing components will be stainless steel and Class 1 Flexible Piping (Black). This will not be painted red and will match your previously built units.
EMERGENCY FIRE EQUIPMENT INC	4	Each	\$16,397.0000	\$65,588.00	Complete	Unit by Emergency Fire Equipment, Model FA-300 Exception: HPXB100-B18 pump no longer available. Bidding HPX75-B18 with similar spec.

**Line 002** | Option #1 Engine - HPX100-LD26 Pump unit IPO HPXB100-B18

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
CET FIRE PUMPS MFG.	1	Each	\$18,073.0000	\$18,073.00	Complete	Attchments sent to chris
EMERGENCY FIRE EQUIPMENT INC					No Bid.	
ED M FELD EQUIPMENT CO INC					No Bid.	

**Line 003** | Option #2 Engine - HPXB200-B18 Pump unit IPO HPXB100-B18

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
EMERGENCY FIRE EQUIPMENT INC	1	Each	(\$578.0000)	(\$578.00)	Complete	Quoting HPX200-B18 w/ separate fuel tank. Pump base tank no longer available

CET FIRE PUMPS MFG. 1 Each \$12,673.0000 \$12,673.00 Complete

Attachments sent to  
Chris

ED M FELD EQUIPMENT  
CO INC

No Bid.

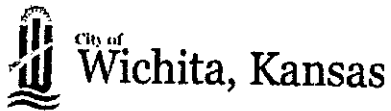
Line 004 | Option #3 Foam System

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
EMERGENCY FIRE EQUIPMENT INC	1	Each	\$4,107.0000	\$4,107.00	Complete	Foam Pro 1601 -1.5M system per spec
ED M FELD EQUIPMENT CO INC	1	Each	\$6,995.0000	\$6,995.00	Complete	
CET FIRE PUMPS MFG.	1	Each	\$18,173.0000	\$18,173.00	Complete	Attachments sent to Chris

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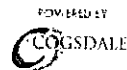


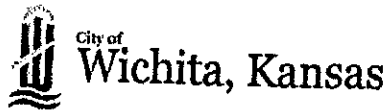
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This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

**Vendor Group Line****Solicitation:**  
FB540175**Meters Badger 2"- 6" & Replacement  
Parts****Close Date/Time:** 10/2/2015 10:00  
AM CST**Solicitation Type:** Formal Bid[Return to the Bid List](#)**Award Method:** Aggregate Cost**Department:** Water Distribution**Responses:** 1

Vendors	Complete	Bid Total	City Comments
MIDWEST METER INC	Complete	\$376,226.00	Award 10/6/15 Public Works & Utilities Dept/Water Distribution Division

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This page summarizes vendor bids by the extended cost for each commodity line on the solicitation.

Vendor Group Line

Solicitation:  
FB540175Meters Badger 2"- 6" & Replacement  
PartsClose Date/Time: 10/2/2015 10:00  
AM CST

Solicitation Type: Formal Bid

[Return to the Bid List](#)

Award Method: Aggregate Cost

Department: Water Distribution

Responses: 1

Go to: 

Line 001 | 2" Cold Water Meters, turbine type with 25 foot Itron connection wire as per specifications. Specify Brand/Model Number: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
MIDWEST METER INC	400	Each	\$663.0000	\$265,200.00	Complete	badger t200

Line 002 | 3" Cold Water Meters, turbine type with 25 foot Itron connection wire as per specifications. Specify Brand/Model Number: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
MIDWEST METER INC	25	Each	\$1,169.0000	\$29,225.00	Complete	badger t450

Line 003 | 4" Cold Water Meters, turbine type with 25 foot Itron connection wire as per specifications. Specify Brand/Model Number: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
MIDWEST METER INC	10	Each	\$1,686.0000	\$16,860.00	Complete	badger t1000

Line 004 | 6" Cold Water Meters, turbine type with 25 foot Itron connection wire as per specifications. Specify Brand/Model Number: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
MIDWEST METER INC	5	Each	\$3,910.0000	\$19,550.00	Complete	badger t2000

Line 005 | 2" Cold Water Meter Head Assembly as per specifications. Specify Brand/Model Number: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
MIDWEST METER INC	25	Each	\$410.0000	\$10,250.00	Complete	badger t200

Line 006 | 3" Cold Water Meter Head Assembly as per specifications. Specify Brand/Model Number: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
MIDWEST METER INC	10	Each	\$475.0000	\$4,750.00	Complete	badger t450

Line 007 | 4" Cold Water Meter Head Assembly as per specifications. Specify Brand/Model Number: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
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MIDWEST METER INC 10 Each \$488.0000 \$4,880.00 Complete badger t1000

Line 008 | 6" Cold Water Meter Head Assembly as per specifications. Specify Brand/Model Number: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
MIDWEST METER INC	10	Each	\$1,333.0000	\$13,330.00	Complete	badger t2000

Line 009 | 2" Badger Meter Housing (LL) with elliptical flanges as per specifications. Specify Brand/Model Number: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
MIDWEST METER INC	5	Each	\$395.0000	\$1,975.00	Complete	badger t200

Line 010 | 3" Badger Meter Housing (LL) with round flanges as per specifications. Specify Brand/Model Number: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
MIDWEST METER INC	3	Each	\$725.0000	\$2,175.00	Complete	badger t450

Line 011 | 4" Badger Meter Housing (LL) with round flanges as per specifications. Specify Brand/Model Number: \_\_\_\_\_

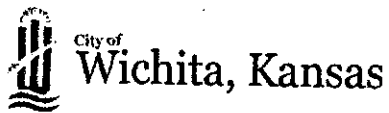
Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
MIDWEST METER INC	3	Each	\$902.0000	\$2,706.00	Complete	badger t1000

Line 012 | 6" Badger Meter Housing (LL) without test plug as per specifications. Specify Brand/Model Number: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
MIDWEST METER INC	3	Each	\$1,775.0000	\$5,325.00	Complete	badger t2000

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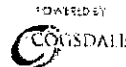


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This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

**Vendor Group Line****Solicitation:** FB540176 **Valves - Angle and Brass Low Lead****Close Date/Time:** 10/2/2015 10:00 AM CST**Solicitation Type:** Formal Bid[Return to the Bid List](#)**Award Method:** Aggregate Cost**Department:** Water Distribution**Responses:** 3

Vendors	Complete	Bid Total	City Comments
HD SUPPLY WATERWORKS LTD	Complete	\$58,595.50	Award 10/6/15 Public Works & Utilities Dept/Water Distribution Division
SCHULTE SUPPLY INC	Complete	\$59,186.50	
WICHITA WINWATER WORKS CO	Complete	\$59,442.00	

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City of  
**Wichita, Kansas**

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This page summarizes vendor bids by the extended cost for each commodity line on the solicitation.

Vendor Group Line

Solicitation: FB540176

Valves - Angle and Brass Low Lead

Close Date/Time: 10/2/2015 10:00 AM CST

Solicitation Type: Formal Bid

[Return to the Bid List](#)

Award Method: Aggregate Cost

Department: Water Distribution

Responses: 3

Go to:

Line 001 | 5/8" Angle Ball Valve - Low lead brass ball with 360 degree turn with lock wing 3/4" FIPT x 5/8" meter size.  
No Saddle Nut. Ford, Mueller, AY McDonald, Cambridge Brass  
MANUFACTURER/MODEL:

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
HD SUPPLY WATERWORKS LTD	300	Each	\$23.9000	\$7,170.00	Complete	Mueller
SCHULTE SUPPLY INC	300	Each	\$24.1400	\$7,242.00	Complete	BA13-231WR-NL
WICHITA WINWATER WORKS CO	300	Each	\$26.6400	\$7,992.00	Complete	AYM

Line 002 | 3/4" Angle Ball Valve - Low lead brass valve with 360 degree turn with lock wing 3/4" FIPT x 3/4" meter size. No Saddle Nut. Ford, Mueller, AY McDonald, Cambridge Brass  
MANUFACTURER/MODEL:

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WICHITA WINWATER WORKS CO	250	Each	\$43.2000	\$10,800.00	Complete	AYM
HD SUPPLY WATERWORKS LTD	250	Each	\$45.2100	\$11,302.50	Complete	Mueller
SCHULTE SUPPLY INC	250	Each	\$45.6700	\$11,417.50	Complete	BA13-332WR-NL

Line 003 | 1" Angle Ball Valve - Low lead brass valve with 360 degree turn with lock wing 1" FIPT x 1" meter size. No Saddle Nut. Ford, Mueller, AY McDonald, Cambridge Brass  
MANUFACTURER/MODEL:

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WICHITA WINWATER WORKS CO	250	Each	\$64.8000	\$16,200.00	Complete	AYM
HD SUPPLY WATERWORKS LTD	250	Each	\$67.7800	\$16,945.00	Complete	Mueller
SCHULTE SUPPLY INC	250	Each	\$68.4600	\$17,115.00	Complete	BA13-444WR-NL

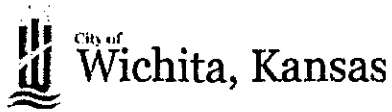
Line 004 | 2" Brass Curb Stop Ball Valve - Low lead allow 1/4 turn brass ball valve. FIPTx FIPT Ford, Mueller, AY McDonald  
MANUFACTURER/MODEL:

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
HD SUPPLY WATERWORKS LTD	150	Each	\$154.5200	\$23,178.00	Complete	Mueller

SCHULTE SUPPLY INC	150	Each	\$156.0800	\$23,412.00	Complete	B11-777-NL
WICHITA WINWATER WORKS CO	150	Each	\$163.0000	\$24,450.00	Complete	AYM

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This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

**Vendor Group Line****Solicitation:** FB540177 **Douglas Avenue Bus Facility Imp Ph 2** **Close Date/Time:** 10/2/2015 10:00 AM CST**Solicitation Type:** Formal Bid[Return to the Bid List](#)**Award Method:** Group**Department:** Wichita Transit**Responses:** 3

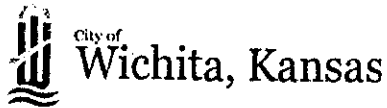
<b>Vendors</b>	<b>Complete</b>	<b>Bid Total</b>	<b>City Comments</b>
HEARTSTONE INC	Complete	\$387,960.00	Award 10/6/2015 Base Bid w/Alternates 1, 2, & 3 Wichita Transit
JACO GENERAL CONTRACTOR INC	Complete	\$442,852.00	
BAUER & SON CONSTRUCTION CO INC	Complete	\$459,800.00	

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Engineer's Estimate \$460,000.00





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This page summarizes vendor bids by the extended cost for each commodity line on the solicitation.

Vendor Group Line

Solicitation: FB540177 Douglas Avenue Bus Facility Imp Ph 2 Close Date/Time: 10/2/2015 10:00 AM CST

Solicitation Type: Formal Bid

[Return to the Bid List](#)

Award Method: Group

Department: Wichita Transit

Responses: 3

Go to:  **Line 001 | LUMP SUM BID ITEMS - GROUP 1 Bus Shelter**

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
HEARTSTONE INC	8	Each	\$42,860.0000	\$342,880.00	Complete	
JACO GENERAL CONTRACTOR INC	8	Each	\$47,550.0000	\$380,400.00	Complete	
BAUER & SON CONSTRUCTION CO INC	8	Each	\$52,250.0000	\$418,000.00	Complete	

**Line 002 | ADD ALTERNATE #1 - LUMP SUM BID ITEMS - GROUP 2 Lean Rail**

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
BAUER & SON CONSTRUCTION CO INC	8	Each	\$825.0000	\$6,600.00	Complete	
HEARTSTONE INC	8	Each	\$890.0000	\$7,120.00	Complete	
JACO GENERAL CONTRACTOR INC	8	Each	\$1,750.0000	\$14,000.00	Complete	

**Line 003 | ADD ALTERNATE #2 - LUMP SUM BID ITEMS - GROUP 3 1/8" Thick Aluminum Perforated Panels**

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
BAUER & SON CONSTRUCTION CO INC	1	Lump Sum	\$17,600.0000	\$17,600.00	Complete	
HEARTSTONE INC	1	Lump Sum	\$18,980.0000	\$18,980.00	Complete	
JACO GENERAL CONTRACTOR INC	1	Lump Sum	\$20,520.0000	\$20,520.00	Complete	

**Line 004 | ADD ALTERNATE #3 - LUMP SUM BID ITEMS - GROUP 4 Decorative Bands**

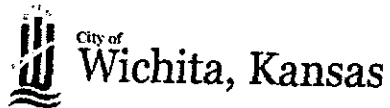
Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
BAUER & SON CONSTRUCTION CO INC	1	Lump Sum	\$17,600.0000	\$17,600.00	Complete	
HEARTSTONE INC	1	Lump Sum	\$18,980.0000	\$18,980.00	Complete	
	1		\$27,932.0000	\$27,932.00	Complete	

JACO GENERAL  
CONTRACTOR INC

Lump  
Sum

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This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line

Solicitation: FB540178

Snow Plow Blades

Close Date/Time: 10/2/2015 10:00 AM CST

Solicitation Type: Formal Bid

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Award Method: Group

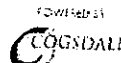
Department: Public Works Maintenance Division

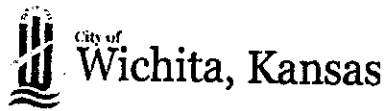
Responses: 5

Vendors	Complete	Bid Total
VALK MANUFACTURING COMPANY	Complete	\$51,157.50
WINTER EQUIPMENT COMPANY INC	Complete	\$64,302.50
WELBORN SALES INC	Complete	\$67,902.50
NORTH AMERICAN SUPPLY	Complete	\$70,062.50
D & D EQUIPMENT & SALES INC	In-Complete	\$0.00

**City Comments**

Award 10/06/2015 Groups 1 & 2  
Public Works & Utilities  
Department/Maintenance  
Division

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This page summarizes bids by the totals for each group listed on the solicitation.

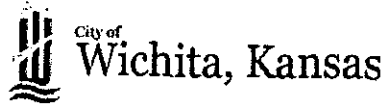
**Vendor Group Line****Solicitation:** FB540178**Snow Plow Blades****Close Date/Time:** 10/2/2015 10:00 AM CST**Solicitation Type:** Formal Bid[Return to the Bid List](#)**Award Method:** Group**Department:** Public Works Maintenance Division**Responses:** 5**Go to:** **Group 1**

Vendors	Complete	Group Total Net Bid
VALK MANUFACTURING COMPANY	Complete	\$29,470.00
NORTH AMERICAN SUPPLY	Complete	\$38,875.00
WINTER EQUIPMENT COMPANY INC	Complete	\$41,430.00
WELBORN SALES INC	Complete	\$44,135.00
D & D EQUIPMENT & SALES INC	In-Complete	\$0.00

[Top of the Page](#)**Group 2**

Vendors	Complete	Group Total Net Bid
VALK MANUFACTURING COMPANY	Complete	\$21,687.50
WINTER EQUIPMENT COMPANY INC	Complete	\$22,872.50
WELBORN SALES INC	Complete	\$23,767.50
NORTH AMERICAN SUPPLY	Complete	\$31,187.50
D & D EQUIPMENT & SALES INC	In-Complete	\$0.00

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This page summarizes vendor bids by the extended cost for each commodity line on the solicitation.

**Vendor Group Line****Solicitation:** FB540178**Snow Plow Blades****Close Date/Time:** 10/2/2015 10:00 AM CST**Solicitation Type:** Formal Bid[Return to the Bid List](#)**Award Method:** Group**Department:** Public Works Maintenance Division**Responses:** 5**Go to:** 

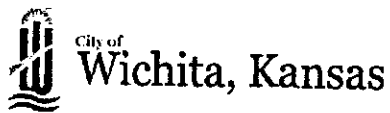
**Line 001 |** GROUP 1: 5' Snow Plow Blades \* 5' X 8" X 5/8" \* Hardened or Heat Treated Steel \* Counter Sunk \* Standard Highway Punch \* Flat (Square Edge) Manufacturer: \_\_\_\_\_ Model: \_\_\_\_\_ Contact Don Craddock at 268-4091 or 655-5170 with questions. .

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VALK MANUFACTURING COMPANY	500	Each	\$58.9400	\$29,470.00	Complete	Valk Model Viper Heat Treated
NORTH AMERICAN SUPPLY	500	Each	\$77.7500	\$38,875.00	Complete	North American Supply No Model
WINTER EQUIPMENT COMPANY INC	500	Each	\$82.8600	\$41,430.00	Complete	Black Cat Model PBB5806044 120 dollar drop ship fee
WELBORN SALES INC	500	Each	\$88.2700	\$44,135.00	Complete	Mfg: PACAL
D & D EQUIPMENT & SALES INC					No Bid.	

**Line 002 |** GROUP 2: 10' Snow Plow Blades \* 120" (10') X 8" X 1/2" \* Hi Carbon Steel \* Cut for 5/8" Plow Bolts \* Standard Highway Punch \* Flat (Square Edge) Manufacturer: \_\_\_\_\_ Model: \_\_\_\_\_ Contact Don Craddock at 268-4091 or 655-5170 with questions.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VALK MANUFACTURING COMPANY	250	Each	\$86.7500	\$21,687.50	Complete	Valk Model SPBFSE 5x8x120
WINTER EQUIPMENT COMPANY INC	250	Each	\$91.4900	\$22,872.50	Complete	Black Cat Model PBA4812044 120 dollar drop ship fee
WELBORN SALES INC	250	Each	\$95.0700	\$23,767.50	Complete	Mfg: PACAL
NORTH AMERICAN SUPPLY	250	Each	\$124.7500	\$31,187.50	Complete	North American Supply No Model
D & D EQUIPMENT & SALES INC					No Bid.	

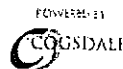
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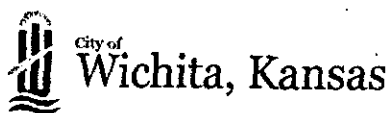
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This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

**Vendor Group Line****Solicitation:** FB540179**Sewer Plant 1 Re-Roof****Close Date/Time:** 10/2/2015 10:00 AM CST**Solicitation Type:** Formal Bid[Return to the Bid List](#)**Award Method:** Aggregate Cost**Department:** Public Works Fleet & Facilities**Responses:** 3

Vendors	Complete	Bid Total	City Comments
AP ROOFING AND SPECIALTY COATINGS	Complete	\$187,339.00	Award 10-6-15 Base Bid with Option 1 Public Works & Utilities Dept./Fleet & Facilities Division
LARRY WALTY ROOFING & GUTTERING INC	Complete	\$206,301.00	
ARROW ROOFING & SHEET METAL INC	Complete	\$213,988.00	

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This page summarizes bids by the totals for each group listed on the solicitation.

Vendor Group Line

Solicitation: FB540179

Sewer Plant 1 Re-Roof

Close Date/Time: 10/2/2015 10:00 AM CST

Solicitation Type: Formal Bid

[Return to the Bid List](#)

Award Method: Aggregate Cost

Department: Public Works Fleet &amp; Facilities

Responses: 3

Go to:  **Group 1**

Vendors	Complete	Group Total Net Bid
AP ROOFING AND SPECIALTY COATINGS	Complete	\$186,339.00
LARRY WALTY ROOFING & GUTTERING INC	Complete	\$204,801.00
ARROW ROOFING & SHEET METAL INC	Complete	\$212,488.00

[Top of the Page](#)**Group 2**

Vendors	Complete	Group Total Net Bid
<b>Group 2: Option 1</b>		
AP ROOFING AND SPECIALTY COATINGS	Complete	\$1,000.00
LARRY WALTY ROOFING & GUTTERING INC	Complete	\$1,500.00
ARROW ROOFING & SHEET METAL INC	Complete	\$1,500.00

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City of  
**Wichita, Kansas****BID RESULTS**[Registration](#)[Solicitations](#)[Document Inquiry](#)[Login](#)[Help](#)

This page summarizes vendor bids by the extended cost for each commodity line on the solicitation.

**Vendor Group Line****Solicitation:** FB540179**Sewer Plant 1 Re-Roof****Close Date/Time:** 10/2/2015 10:00 AM CST**Solicitation Type:** Formal Bid[Return to the Bid List](#)**Award Method:** Aggregate Cost**Department:** Public Works Fleet & Facilities**Responses:** 3**Go to:** 

**Line 001** | BASE BID: LABOR, MATERIAL, AND EQUIPMENT FOR SEWER PLANT 1 RE-ROOF, 3100 S. GROVE, WICHITA, KS AS PER DRAWINGS & SPECIFICATIONS.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
AP ROOFING AND SPECIALTY COATINGS	1	Lump Sum	\$181,339.0000	\$181,339.00	Complete	
LARRY WALTY ROOFING & GUTTERING INC	1	Lump Sum	\$199,801.0000	\$199,801.00	Complete	
ARROW ROOFING & SHEET METAL INC	1	Lump Sum	\$207,488.0000	\$207,488.00	Complete	

**Line 002** | ALLOWANCE NO. 1: ELECTRICAL- INSERT \$5,000 FOR ELECTRICAL ALLOWANCE AS PER SPECIFICATIONS.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
AP ROOFING AND SPECIALTY COATINGS	1	Lump Sum	\$5,000.0000	\$5,000.00	Complete	
ARROW ROOFING & SHEET METAL INC	1	Lump Sum	\$5,000.0000	\$5,000.00	Complete	
LARRY WALTY ROOFING & GUTTERING INC	1	Lump Sum	\$5,000.0000	\$5,000.00	Complete	

**Line 003** | OPTION 1-UNIT PRICE NO. 1: ROOF DRAINS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
AP ROOFING AND SPECIALTY COATINGS	1	Each	\$1,000.0000	\$1,000.00	Complete	
LARRY WALTY ROOFING & GUTTERING INC	1	Each	\$1,500.0000	\$1,500.00	Complete	
ARROW ROOFING & SHEET METAL INC	1	Each	\$1,500.0000	\$1,500.00	Complete	

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October 5, 2015

**Purchases Utilizing Sole Source of Supply**

**Ordinance No. 35-856 Section 2. (b)**

**SUBJECT:** Replace Existing C.P. Huntington Locomotive Train Engine, Add Middle Coach, and Additional Crossing Signal.

FOR A TOTAL OF \$251,350.00

*This is a sole source of supply when material to be purchased is available from a sole distributor.*

Department: Park & Recreation Department/Recreation Division

Vendor	Reference Authority	Cost
Chance Rides Manufacturing Inc.	Ordinance No. 35-856 Section 2 (b)	\$251,350.00

**PRELIMINARY ESTIMATES  
FOR CITY COUNCIL OCTOBER 6, 2015**

- a. Water Treatment Plant Disinfection System Improvements (north of Douglas, east of Meridian) (448-90661/635828/754074) Does not affect existing traffic. (District VI) - \$797,657.00
- b. Lateral 133, Sanitary Sewer #23 to serve 1040 S. Vassar (north of Harry, east of Hillside) (468-85022/744388/480080) Traffic to be maintained using flagpersons and barricades. (District III) - \$25,500.00
- c. 2015 Sanitary Sewer Reconstruction Phase 4 (north of Kellogg, west of Meridian) (468-85033/620743/665005) Traffic to be maintained using flagpersons and barricades. (District IV) - \$60,000.00
- d. Lateral 170, War Industries Sewer to serve Stoney Pointe Addition (east of Greenwich, south of 29th Street North) (468-84736/744386/480078) Does not affect existing traffic. (District II) - \$68,952.00
- e. Lateral 171, War Industries Sewer to serve Stoney Pointe Addition (east of Greenwich, south of 29th Street North) (468-84737/744387/480079) Does not affect existing traffic. (District II) - \$30,520.00

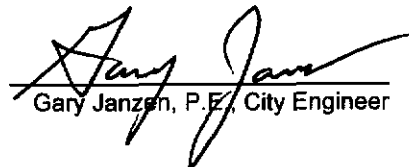
To be Bid: September 18, 2015

**PRELIMINARY ESTIMATE of the cost of:**Water Treatment Plant Disinfection System Improvements  
(north of Douglas, east of Meridian)All work done and all materials furnished to be in accordance with plans and specifications  
on file in the office of the City Engineer.

<b>LUMP SUM BID ITEMS - Group 1</b>		
1	Disinfection System Improvements	1 LS
<b>MEASURED QUANTITY BID ITEMS - Group 2</b>		
2	Tie-In Remobilization	1 ea

**Construction Subtotal** \_\_\_\_\_Design Fee  
Engineering & Inspection  
Administration (1%)  
Publication**Total Estimated Cost** \_\_\_\_\_**\$797,657.00**CITY OF WICHITA)  
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

  
\_\_\_\_\_  
Gary Janzen, P.E., City EngineerSworn to and subscribed before me this \_\_\_\_\_  
(DATE)\_\_\_\_\_  
City Clerk

754074 (635828) 448-90661

Page \_\_\_\_\_

EXHIBIT \_\_\_\_\_

To be Bid:

September 18, 2015

**PRELIMINARY ESTIMATE of the cost of:**

Lateral 133, SS #23 to serve 1040 S. Vassar  
(north of Harry, east of Hillside)

All work done and all materials furnished to be in accordance with plans and specifications  
on file in the office of the City Engineer.

**LUMP SUM BID ITEMS**

- |   |                  |   |    |
|---|------------------|---|----|
| 1 | Site Clearing    | 1 | LS |
| 2 | Site Restoration | 1 | LS |

**MEASURED QUANTITY BID ITEMS**

- |    |  |    |    |
|----|--|----|----|
| 3  | Pipe, SS 8"                            | 39 | lf |
| 4  | Air Testing, SS Pipe                   | 39 | lf |
| 5  | MH, Standard SS (4')                   | 1  | ea |
| 6  | Riser Assembly 4", Manhole Stub        | 1  | ea |
| 7  | Fill, Sand (Flushed & Vibrated)        | 29 | lf |
| 8  | Concrete Pavement Removed & Replaced   | 36 | sy |
| 9  | Concrete Curb, Mono Edge, Removed & Re | 12 | lf |
| 10 | BMP, Silt Fence                        | 17 | lf |

**LUMP SUM BID ITEMS**

- |    |         |   |    |
|----|---------|---|----|
| 11 | Sodding | 1 | LS |
|----|---------|---|----|

**Construction Subtotal**

Design Fee  
Engineering & Inspection  
Administration  
Publication

**Total Estimated Cost**\$25,500.00

CITY OF WICHITA)  
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

  
Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this \_\_\_\_\_  
(DATE)

\_\_\_\_\_  
City Clerk

480080 (744388) 468-85022

PageEXHIBIT

**PRELIMINARY ESTIMATE of the cost of:**  
**2015 Sanitary Sewer Reconstruction Phase 4**  
**(north of Kellogg, west of Meridian)**

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

**MEASURED QUANTITY BID ITEMS**

1	Pipe, SS 8"	294	lf
2	Pipe Removed	203	lf
3	MH, Removed	1	ea
4	MH, Shallow SS (4')	2	ea
5	MH, Standard SS (4')	1	ea
6	MH Frame & Cover, Replaced	1	ea
7	Conc. Sidewalk Rem & Repl (4' wide)	15	lf
8	Conc. Sidewalk Rem & Repl (3' wide)	13	lf
9	Site Clearing	1	LS
10	Site Restoration	1	LS
11	Service Reconnection, Sewer (4")	3	ea
12	Service Connection Replaced (4" Serv)	1	ea
13	BMP, Construction Entrance	1	ea
14	BMP, Silt Fence	20	lf
15	BMP, Erosion Control Mat	20	sy
16	BMP, Back of Curb Protection	20	lf
17	BMP, Curb Inlet Protection	1	ea

**Construction Subtotal**

Engineering & Inspection  
 Administration  
 Publication

**Total Estimated Cost**

\$60,000.00

CITY OF WICHITA)  
 STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

  
 Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this \_\_\_\_\_  
 (DATE)

\_\_\_\_\_  
 City Clerk

665005 (620743) 468-85033  
 Page \_\_\_\_\_

EXHIBIT

To be Bid:

September 18, 2015

**PRELIMINARY ESTIMATE of the cost of:**

Lateral 170, War Industries Sewer  
Stoney Pointe Addition

All work done and all materials furnished to be in accordance with plans and specifications  
on file in the office of the City Engineer.

**LUMP SUM BID ITEMS - Group 1 (744386)**

1	Pipe, SS 8" PVC	926	lf
2	Air Testing, SS Pipe	926	lf
3	MH, Standard SS (4')	4	ea
4	MH, Standard SS (4'), outside drop DO NOT	0	ea
5	Pipe Stub, 8"	2	ea
6	Connect to Existing MH w/ outside drop	1	ea
7	Site Clearing	1	LS
8	Site Restoration	1	LS

**MEASURED QUANTITY BID ITEMS - Group 1 (744386)**

9	BMP, Construction Entrance	1	ea
10	BMP, Curb Inlet Protection	4	ea
11	BMP, Silt Fence	1,140	lf

**LUMP SUM BID ITEMS - Group 1 (744386)**

12	Fill, Flowable	66	lf
13	Fill, Sand (Flushed and Vibrated)	926	lf
14	Seeding	1	LS

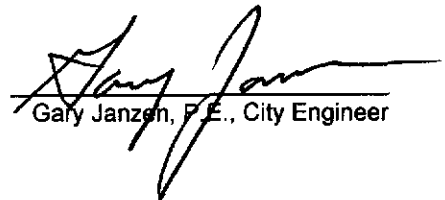
**Construction Subtotal**

Design Fee  
Engineering & Inspection  
Administration  
Publication  
Contingency

**Total Estimated Cost****\$68,952.00**

CITY OF WICHITA)  
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

  
Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this \_\_\_\_\_  
(DATE)

\_\_\_\_\_  
City Clerk

480078 (744386) 468-84736  
Page \_\_\_\_\_

EXHIBIT

**PRELIMINARY ESTIMATE of the cost of:**

Lateral 171, War Industries Sewer  
Stoney Pointe Addition

All work done and all materials furnished to be in accordance with plans and specifications  
on file in the office of the City Engineer.

<b>LUMP SUM BID ITEMS - Group 2 (744387)</b>		
1	Pipe, SS 8" PVC	300 lf
2	Air Testing, SS Pipe	300 lf
3	MH, Standard SS (4')	2 ea
4	Pipe Stub, 8"	1 ea
5	Site Clearing	1 LS
6	Site Restoration	1 LS
7	Seeding	1 LS
<b>MEASURED QUANTITY BID ITEMS - Group 2 (744387)</b>		
8	BMP, Silt Fence	320 lf
<b>LUMP SUM BID ITEMS - Group 2 (744387)</b>		
9	Fill, Sand (Flushed and Vibrated)	300 lf

**Construction Subtotal**

Design Fee  
Engineering & Inspection  
Administration  
Publication  
Contingency

**Total Estimated Cost**

---

\$30,520.00

CITY OF WICHITA)  
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

  
Gary Janzer, P.E., City Engineer

Sworn to and subscribed before me this \_\_\_\_\_  
(DATE)

\_\_\_\_\_  
City Clerk

480079 (744387) 468-84737  
Page \_\_\_\_\_

EXHIBIT \_\_\_\_\_



City of Wichita  
City Council Meeting  
October 6, 2015

**TO:** Mayor and City Council

**SUBJECT:** Revised Petitions for Improvements to Bellechase Third Addition (District II)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

---

**Recommendation:** Approve the revised petitions and revised budgets, and adopt the amending resolutions.

**Background:** On January 8, 2013, the City Council approved petitions for water and paving improvements to serve Bellechase Third Addition. The developer has submitted new petitions with smaller improvement districts to allow for reduced project phases. The signatures on the petitions represent 100% of the improvement district and the petitions are valid per Kansas Statute 12-6a01.

**Analysis:** The projects will provide water and paving improvements required for a new residential development located north of Harry, east of 127<sup>th</sup> Street East.

**Financial Considerations:** The original petition totals were \$156,000 for water and \$990,000 for paving. The revised petition totals are \$37,000 for water and \$147,000 for paving. The funding source for both projects is special assessments.

**Legal Considerations:** The Law Department has reviewed and approved the revised petitions and amending resolutions as to form.

**Recommendations/Actions:** It is recommended that the City Council approve the revised petitions and revised budgets, adopt the amending resolutions, and authorize the necessary signatures.

**Attachments:** Map, budget sheets, petitions, and amending resolutions.

# Project Request

☐ CIP ☐ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT

☐ ORDERED BY WCC

☒ PETITION

PETITION PERCENTAGE: 100%

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #:

FUND: 470 Water Improvements N.I.

ENGINEERING REFERENCE #: 448-90577

COUNCIL DISTRICT: 02 Council District 2

DATE COUNCIL APPROVED: 10-6-15

REQUEST DATE:

PROJECT #: 470209

PROJECT TITLE: WDS 90577 Bellechase Third Addition

PROJECT DETAIL #: 01

PROJECT DETAIL DESCRIPTION: WDS 90577 Bellechase Third Addition

OCA #: 735536

OCA TITLE: WDS 90577 Bellechase Third Addition

PERSON COMPLETING FORM: Jennifer Peterson

PHONE #: 268-4548

PROJECT MANAGER: Julianne Kallman

PHONE #: 268-4236

☒ NEW BUDGET ☐ REVISED BUDGET

## REVENUE

Object Level 3	Budget
9730 S.A. Bonds	\$37,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

REVENUE TOTAL: \$37,000.00

## EXPENSE

Object Level 3	Budget
2999 Contractuals	\$37,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

EXPENSE TOTAL: \$37,000.00

NOTES:

## SIGNATURES REQUIRED

DIVISION HEAD:

DEPARTMENT HEAD:

BUDGET OFFICER:

CITY MANAGER:

Print Form

DATE:

DATE:

DATE:

DATE:

# Project Request

☐ CIP ☐ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT

☐ ORDERED BY WCC

☒ PETITION

PETITION PERCENTAGE: 100%

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #:

FUND: 400 Street Improvements

SUBFUND: 490 Paving N.I.

ENGINEERING REFERENCE #: 472-85079

COUNCIL DISTRICT: 02 Council District 2

DATE COUNCIL APPROVED: 10-6-15

REQUEST DATE:

PROJECT #: 490369

PROJECT TITLE: Paving Bellechase Third Addition

PROJECT DETAIL #: 01

PROJECT DETAIL DESCRIPTION: Paving Bellechase Third Addition

OCA #: 766347

OCA TITLE: Paving Bellechase Third Addition

PERSON COMPLETING FORM: Jennifer Peterson

PHONE #: 268-4548

PROJECT MANAGER: Julianne Kallman

PHONE #: 268-4236

☒ NEW BUDGET ☐ REVISED BUDGET

## REVENUE

## EXPENSE

Object Level 3	Budget	Object Level 3	Budget
9730 S.A. Bonds	\$147,000.00	2999 Contractuals	\$147,000.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00

REVENUE TOTAL: \$147,000.00

EXPENSE TOTAL: \$147,000.00

NOTES:

## SIGNATURES REQUIRED

DIVISION HEAD:

DEPARTMENT HEAD:

BUDGET OFFICER:

CITY MANAGER:

Print Form

DATE:

DATE:

DATE:

DATE:

RECEIVED

AUG 25 '15

CITY CLERK OFFICE

Revises 448-90577

**PETITION**  
**Water – Bellechase Third Addition – Phase 2**

TO: The Mayor and City Council (the “Governing Body”)  
City of Wichita, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the “City”), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq*

(a) The improvements proposed to be made are as follows (the “Improvements”):

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: Thirty-Seven Thousand Dollars (\$37,000), exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

**Bellechase Third Addition – Phase 2**  
**Lots 1-7, Block 2**  
**Lots 4-10, Block 3**

(d) The proposed method of assessment is: equally per lot (14 lots).

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis or per the terms of a respread agreement submitted to the City of Wichita.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City’s Special Assessment Deferral Program.



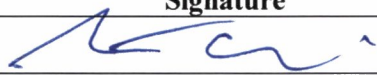
(g) The undersigned acknowledge that property within the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed water main improvements that benefit the property within the proposed Improvement District. Such benefit fees shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: \$3972 assessed equally among all property equally per lot (14 lots).

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

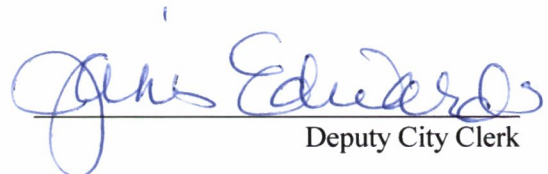
5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	Dated	Property Owned Within Proposed Improvement District
	8-25-15	All

\*\*\*\*\*

THIS PETITION was filed in my office on August 25, 2015



  
Deputy City Clerk

4  
RECEIVED

AUG 25 '15

CITY CLERK OFFICE

Revises 472-85079

**PETITION**  
**Pavement – Bellechase Third Addition – Phase 2**

TO: The Mayor and City Council (the “Governing Body”)  
City of Wichita, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the “City”), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.*

(a) The improvements proposed to be made are as follows (the “Improvements”):

Construction of pavement on Sierra Hills from Bellechase to the North lot line of Lot 10, Block 3, with drainage to be installed where necessary.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: One Hundred Forty-Seven Thousand Dollars (\$147,000), exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

**Bellechase Third Addition – Phase 2**  
**Lots 1-7, Block 2**  
**Lots 4-10, Block 3**

(d) The proposed method of assessment is: equally per lot (14 lots).

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis or per the terms of a respread agreement submitted to the City of Wichita.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

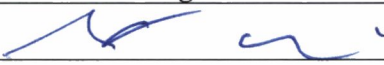
(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

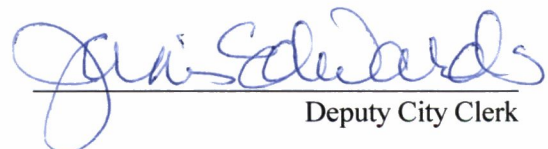
5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	Dated	Property Owned Within Proposed Improvement District
	8-25-15	All

\*\*\*\*\*

THIS PETITION was filed in my office on August 25, 2015,



  
Deputy City Clerk

(Published in the *Wichita Eagle*, on \_\_\_\_\_)

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION SYSTEM – BELLECHASE THIRD ADDITION-PHASE 2/NORTH OF HARRY, EAST OF 127<sup>TH</sup> STREET EAST) (448-90577).**

**WHEREAS**, the City of Wichita, Kansas (the "City") is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the City Council of the City (the "Governing Body") has heretofore by **Resolution No. 13-005** of the City (the "Prior Resolution") authorizing certain internal improvements; and

**WHEREAS**, the scope of the improvements authorized by the Prior Resolution has changed;

**WHEREAS**, pursuant to the receipt of a new petition (the "Petition"), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

**WHEREAS**, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*, (the "Act"); and

**WHEREAS**, the Governing Body hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

**Section 1. Repealer.** The Prior Resolution is hereby repealed.

**Section 2. Findings of Advisability.** The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

**Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below (the "Improvements").**



(b) The estimated or probable cost of the Improvements is **Thirty-Seven Thousand Dollars (\$37,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions thereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

**BELLECHASE THIRD ADDITION-PHASE 2**

Lots 1 through 7, Block 2

Lots 4 through 10, Block 3

(d) The method of assessment is: **equally per lot (14 lots).**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis or per the terms of a respreads agreement submitted to the City of Wichita.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

(g) The undersigned acknowledge that property within the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed water main improvements that benefit the property within the proposed Improvement District. Such benefit fee shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: **\$3972 assessed equally among all property equally per lot (14 lots).**

**Section 3. Authorization of Improvements.** The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

**Section 4. Plans and Specifications.** The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

**Section 5. Bond Authority; Reimbursement.** The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of the Prior Resolution, all pursuant to Treasury Regulation § 1.150-2.

**Section 6. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Jeff Longwell, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

*Jennifer K. Magaña*  
for Jennifer Magaña, City Attorney and Director of Law

(Published in the *Wichita Eagle*, on \_\_\_\_\_)

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS – BELLECHASE THIRD ADDITION-PHASE 2/NORTH OF HARRY, EAST OF 127<sup>TH</sup> STREET EAST) (472-85079).**

**WHEREAS**, the City of Wichita, Kansas (the "City") is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the City Council of the City (the "Governing Body") has heretofore by **Resolution No. 13-003** of the City (the "Prior Resolution") authorizing certain internal improvements; and

**WHEREAS**, the scope of the improvements authorized by the Prior Resolution has changed;

**WHEREAS**, pursuant to the receipt of a new petition (the "Petition"), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

**WHEREAS**, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*, (the "Act"); and

**WHEREAS**, the Governing Body hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

**Section 1. Repealer.** The Prior Resolution is hereby repealed.

**Section 2. Findings of Advisability.** The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

**Construction of pavement on Sierra Hills from Bellechase to the North lot line of Lot 10, Block 3, with drainage to be installed where necessary (the "Improvements").**

(b) The estimated or probable cost of the Improvements is **One Hundred Forty-Seven Thousand Dollars (\$147,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions thereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

**BELLECHASE THIRD ADDITION-PHASE 2**

Lots 1 through 7, Block 2

Lots 4 through 10, Block 3

(d) The method of assessment is: **equally per lot (14 lots)**.

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements. In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis or per the terms of a respreads agreement submitted to the City if Wichita.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

**Section 3. Authorization of Improvements.** The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

**Section 4. Plans and Specifications.** The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

**Section 5. Bond Authority; Reimbursement.** The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of the Prior Resolution, all pursuant to Treasury Regulation § 1.150-2.

**Section 6. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

**ADOPTED** by the City Council of the City of Wichita, Kansas, on \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Jeff Longwell, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

*Jennifer K. Magaña*  
for Jennifer Magaña, City Attorney and Director of Law

(Published in the *Wichita Eagle*, on October 9, 2015)

## RESOLUTION NO. 15-327

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS – BELLECHASE THIRD ADDITION-PHASE 2/NORTH OF HARRY, EAST OF 127<sup>TH</sup> STREET EAST) (472-85079).**

**WHEREAS**, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the City Council of the City (the “Governing Body”) has heretofore by **Resolution No. 13-003** of the City (the “Prior Resolution”) authorizing certain internal improvements; and

**WHEREAS**, the scope of the improvements authorized by the Prior Resolution has changed;

**WHEREAS**, pursuant to the receipt of a new petition (the “Petition”), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

**WHEREAS**, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*, (the “Act”); and

**WHEREAS**, the Governing Body hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

**Section 1. Repealer.** The Prior Resolution is hereby repealed.

**Section 2. Findings of Advisability.** The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

**Construction of pavement on Sierra Hills from Bellechase to the North lot line of Lot 10, Block 3, with drainage to be installed where necessary** (the “Improvements”).

(b) The estimated or probable cost of the Improvements is **One Hundred Forty-Seven Thousand Dollars (\$147,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned

and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions thereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

**BELLECHASE THIRD ADDITION-PHASE 2**

Lots 1 through 7, Block 2

Lots 4 through 10, Block 3

(d) The method of assessment is: **equally per lot (14 lots).**

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements. In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis or per the terms of a respreads agreement submitted to the City if Wichita.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

**Section 3. Authorization of Improvements.** The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

**Section 4. Plans and Specifications.** The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

**Section 5. Bond Authority; Reimbursement.** The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of the Prior Resolution, all pursuant to Treasury Regulation § 1.150-2.

**Section 6. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

**ADOPTED** by the City Council of the City of Wichita, Kansas, on October 6, 2015.

(SEAL)

\_\_\_\_\_  
Jeff Longwell, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, City Attorney and Director of Law



(Published in the *Wichita Eagle*, on October 9, 2015)

**RESOLUTION NO. 15-328**

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION SYSTEM – BELLECHASE THIRD ADDITION-PHASE 2/NORTH OF HARRY, EAST OF 127<sup>TH</sup> STREET EAST) (448-90577).**

**WHEREAS**, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the City Council of the City (the “Governing Body”) has heretofore by **Resolution No. 13-005** of the City (the “Prior Resolution”) authorizing certain internal improvements; and

**WHEREAS**, the scope of the improvements authorized by the Prior Resolution has changed;

**WHEREAS**, pursuant to the receipt of a new petition (the “Petition”), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

**WHEREAS**, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*, (the “Act”); and

**WHEREAS**, the Governing Body hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

**Section 1. Repealer.** The Prior Resolution is hereby repealed.

**Section 2. Findings of Advisability.** The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

**Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below (the "Improvements").**

(b) The estimated or probable cost of the Improvements is **Thirty-Seven Thousand Dollars (\$37,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions thereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

**BELLECHASE THIRD ADDITION-PHASE 2**

Lots 1 through 7, Block 2

Lots 4 through 10, Block 3

(d) The method of assessment is: **equally per lot (14 lots).**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis or per the terms of a respreads agreement submitted to the City of Wichita.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

(g) The undersigned acknowledge that property within the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed water main improvements that benefit the property within the proposed Improvement District. Such benefit fees shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: **\$3972 assessed equally among all property equally per lot (14 lots).**

**Section 3. Authorization of Improvements.** The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

**Section 4. Plans and Specifications.** The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

**Section 5. Bond Authority; Reimbursement.** The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of the Prior Resolution, all pursuant to Treasury Regulation § 1.150-2.

**Section 6. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

**ADOPTED** by the City Council of the City of Wichita, Kansas, on October 6, 2015.

(SEAL)

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Jeff Longwell, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, City Attorney and Director of Law

City of Wichita  
City Council Meeting  
October 6, 2015

**TO:** Mayor and City Council

**SUBJECT:** Community Events – Prairie Fire Half Marathon (All Districts)

**INITIATED BY:** Division of Arts & Cultural Services

**AGENDA:** Consent

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**Recommendation:** Approve the request for temporary street closures.

**Background:** In accordance with the Community Events procedure, the event promoter Bob Hanson, Greater Wichita Area Sports Commission, is coordinating the Prairie Fire Half Marathon Run with City of Wichita staff, subject to final approval by the City Council.

**Analysis:** The following street closure request has been submitted:

**Prairie Fire Half Marathon October 11, 2015 12:00 am – 5:00 pm**

- Lewis/Waterman Street, Main Street to McLean Boulevard
- McLean Boulevard, Lincoln Street to Douglas Avenue
- Douglas Avenue, McLean Boulevard to Clifton Avenue
- Clifton Avenue, Douglas Avenue to Waterman Street
- Waterman Street, Clifton Street to Circle Drive
- Circle Drive, Waterman Street to Bluff Street
- Bluff Street, Circle Drive to Lewis Street
- Lewis Street, Bluff Street to Glendale Street
- Glendale Street, Lewis Street to Waterman Street
- Waterman Street, Glendale Street to Edgemoor Street
- Edgemoor Street, Waterman Street to South Lexington Road
- South Lexington Road, Edgemoor Street to South Ridgecrest Street
- South Ridgecrest Street, South Lexington Street to Douglas Avenue
- Douglas Avenue, South Ridgecrest Street to Dellrose Street
- Dellrose Street, Douglas to Second Street
- Second Street, Dellrose Street to Emporia Street
- Emporia Street, Second Street to Pine Street
- Pine Street, Emporia Street to Santa Fe Avenue
- Santa Fe Avenue, Pine Street to Murdock Street
- Murdock Street, Santa Fe Avenue to Main Street
- Main Street, Murdock Street to 2<sup>nd</sup> Street
- Second Street/Central Avenue, Main Street to Seneca Street
- Seneca Street, Central Avenue to McLean Boulevard
- McLean Boulevard, Seneca Street to Lewis Street

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

**Financial Consideration:** The event promoter is responsible for all costs associated with the special event.

**Legal Consideration:** This action complies with the ordinance on street closures for community events.

**Recommendation/Actions:** It is recommended that the City Council approve the request subject to: 1) Hiring of off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing Certificate of Liability Insurance on file with the Community Events Coordinator.

City of Wichita  
City Council Meeting  
October 6, 2015

**TO:** Mayor and City Council

**SUBJECT:** Community Events – Prairie Fire Marathon and Fun Run (All Districts)

**INITIATED BY:** Division of Arts & Cultural Service

**AGENDA:** Consent

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**Recommendation:** Approve the request for temporary street closures.

**Background:** In accordance with the Community Events procedure, the event promoter Bob Hanson, Greater Wichita Area Sports Commission, is coordinating the Prairie Fire Marathon and Fun Run with City of Wichita staff, subject to final approval by the City Council.

**Analysis:** The following street closure request has been submitted:

**Prairie Fire Marathon and Fun Run October 11, 2015 12:00 am – 5:00 pm**

- Lewis/Waterman Street, Main Street to McLean Boulevard
- McLean Boulevard, Lincoln Street to Douglas Avenue
- Douglas Avenue, McLean Boulevard to Clifton Avenue
- Clifton Avenue, Douglas Avenue to Waterman Street
- Waterman Street, Clifton Street to Circle Drive
- Circle Drive, Waterman Street to Bluff Street
- Bluff Street, Circle Drive to Lewis Street
- Lewis Street, Bluff Street to Glendale Street
- Glendale Street, Lewis Street to Waterman Street
- Waterman Street, Glendale Street to Edgemoor Street
- Edgemoor Street, Waterman Street to South Lexington Road
- South Lexington Road, Edgemoor Street to South Ridgecrest Street
- South Ridgecrest Street, South Lexington Street to Lynwood Street
- Lynwood Street, South Ridgecrest Street to Hampton Street
- Hampton Street, Lynwood Street to walking path
- Lakeside Boulevard, Willowbrook Road to South Mission Road
- South Mission Road, Lakeside Boulevard to Douglas Avenue
- Douglas Avenue, South Mission Road to Rutland Street
- Rutland Street, Douglas Avenue to Armour Avenue
- Armour Avenue, Rutland Street to Central Avenue
- Central Avenue, Armour Avenue to Broadmoor Avenue
- Broadmoor Avenue, Central Avenue to Doreen Street
- Doreen Street, Killarney Street to Donegal Street
- Donegal Street, Doreen Street to Rock Road

- Rock Road, Donegal Street to Polo Drive
- Polo Drive, Rock Road to South Magill Street
- Broadmoor Street, Polo Drive to Magill Street
- Magill Street, Broadmoor Street to Doreen Street
- Doreen Street, Magill Street to Oneida Street
- Oneida Street, Doreen Street to Post Oak Road
- Post Oak Road, Oneida Street to path
- Talleyrand Street/Tenth Street, path to Gretchen Lane
- Gretchen Lane, Tenth Street to Magill Street
- Magill Street, Gretchen Lane to Woodlawn Street
- Patricia Street, Woodlawn Street to Ninth Street
- Ninth Street, Patricia Street to Edgemoor Street
- Edgemoor Street, Ninth Street to Douglas Avenue
- Douglas Avenue, Edgemoor Street to Dellrose Street
- Dellrose Street, Douglas Avenue to Second Street
- Second Street, Dellrose Street to Emporia Street
- Emporia Street, Second Street to Pine Street
- Pine Street, Emporia Street to Santa Fe Avenue
- Santa Fe Avenue, Pine Street to Murdock Street
- Murdock Street, Santa Fe Avenue to Main Street
- Main Street, Murdock Street to Eighth Street
- Eighth Street, Main Street to Back Bay Boulevard
- Back Bay Boulevard, Eighth Street to Ninth Street
- Ninth Street, Back Bay Boulevard to Oak Park Drive
- Oak Park Drive, Ninth Street to Forest Avenue
- Forest Avenue, Oak Park Drive to 12<sup>th</sup> Street
- Oak Park Drive, 12<sup>th</sup> to 11<sup>th</sup> Street
- 11<sup>th</sup> Street, Oak Park Drive to West River Boulevard
- West River Boulevard, 11<sup>th</sup> Street to Murdock Street
- Stackman Drive, Murdock Street to Sim Park Drive
- Sim Park Drive, Stackman Drive to Murdock Street
- Murdock Street, Sim Park Drive to Amidon Avenue
- Amidon Avenue, Murdock Street to 12<sup>th</sup> Street
- 12<sup>th</sup> Street, Amidon Avenue to Perry Street
- Perry Street, 12<sup>th</sup> Street to 13<sup>th</sup> Street
- 13<sup>th</sup> Street, Perry Street to McLean Boulevard
- McLean Boulevard, 13<sup>th</sup> Street to Douglas Avenue

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

**Financial Consideration:** The event promoter is responsible for all costs associated with the special event.

**Legal Consideration:** This action complies with the ordinance on street closures for community events.

**Recommendation/Actions:** It is recommended that the City Council approve the request subject to: 1) Hiring of off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing Certificate of Liability Insurance on file with the Community Events Coordinator.

City of Wichita  
City Council Meeting  
October 6, 2015

**TO:** Mayor and City Council

**SUBJECT:** Community Events – Prairie Fire Marathon 5K (Districts I and VI)

**INITIATED BY:** Division of Arts & Cultural Services

**AGENDA:** Consent

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**Recommendation:** Approve the request for temporary street closures.

**Background:** In accordance with the Community Events procedure, the event promoter Bob Hanson, Greater Wichita Area Sports Commission, is coordinating the Prairie Fire Marathon 5K with City of Wichita staff, subject to final approval by the City Council.

**Analysis:** The following street closure request has been submitted:

**Prairie Fire Marathon 5K October 11, 2015 12:00 am – 5:00 pm**

- Lewis/Waterman Street, Main Street to McLean Boulevard
- McLean Boulevard, Lewis/Waterman Street to Seneca Street
- Seneca Street, McLean Boulevard to Museum Boulevard
- Museum Boulevard, Seneca Street to Greenway Boulevard
- Greenway Boulevard, Second Street to Water Street
- Water Street, Second Street to Douglas Avenue
- Main Street, Second Street to Douglas Avenue
- Douglas Avenue, Main Street to McLean Boulevard

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

**Financial Consideration:** The event promoter is responsible for all costs associated with the special event.

**Legal Consideration:** This action complies with the ordinance on street closures for community events.

**Recommendation/Actions:** It is recommended that the City Council approve the request subject to: 1) Hiring of off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing Certificate of Liability Insurance on file with the Community Events Coordinator.



City of Wichita  
City Council Meeting  
October 6, 2015

**TO:** Mayor and City Council

**SUBJECT:** Community Events – Prairie Fire Marathon Set-up (District I)

**INITIATED BY:** Division of Arts & Cultural Services

**AGENDA:** Consent

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**Recommendation:** Approve the request for temporary street closures.

**Background:** In accordance with the Community Events procedure, the event promoter Bob Hanson, Greater Wichita Area Sports Commission, is coordinating the Prairie Fire Marathon, Half Marathon, 5K and Fun Run with City of Wichita staff, subject to final approval by the City Council.

**Analysis:** The following street closure request has been submitted:

**Prairie Fire Marathon Set-up October 10, 2015 10:00 am – October 11, 2015 5:00 pm**

- Lewis/Waterman, Wichita Street to Water Street

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

**Financial Consideration:** The event promoter is responsible for all costs associated with the special event.

**Legal Consideration:** This action complies with the ordinance on street closures for community events.

**Recommendation/Actions:** It is recommended that the City Council approve the request subject to: 1) Hiring of off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing Certificate of Liability Insurance on file with the Community Events Coordinator.

City of Wichita  
City Council Meeting  
October 6, 2015

**TO:** Mayor and City Council

**SUBJECT:** Design-Build Agreement for Cowskin Creek, Sewage Treatment Plant No. 3 Rehabilitation (District V)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

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**Recommendation:** Approve the design-build agreement.

**Background:** In May 2014, the City performed a condition assessment report to evaluate the infrastructure assets at Cowskin Creek, Sewage Treatment Plant No. 3. The report was performed to meet the Second Amendment Schedule of Compliance for the Consent Order, Case No. 13-E-1-BOW. Risk assessments were performed to determine the relative possibility of failure among the assets. The results of the assessments identified three areas at Cowskin Creek, Sewage Treatment Plant No. 3 that have a high risk of infrastructure asset failure. The three areas identified are: significant head works corrosion on the influent screen channels and grit removal equipment, failure of the air diffusers and inadequate mixing in the solids treatment basins, and failure of reuse water pumps. On June 16, 2015, the City Council approved the project as a design-build, and authorized staff to proceed with the request for proposals.

**Analysis:** On August 20, 2015, a staff screening and selection committee interviewed four vendors that responded to the request for proposals for the facility improvements. The committee selected Burns & McDonnell for the design portion and CAS Constructors for construction. The selections were based on the approach demonstrated by both companies regarding timing and necessary process improvements, as well as past experience working with the Kansas Department of Health Environment (KDHE) on regulatory issues.

The proposed agreement between the City and Burns & McDonnell and CAS Constructors provides for plans and specification up to the 30% design stage (Phase 1) of the project in order to determine a guaranteed maximum price (GMP) for consideration to proceed to the Phase 2 portion of the project. Phase 2 will include design completion services, acquisition of equipment, construction services, and start-up and commissioning of the plant improvements. This work involves the Schedule of Compliance with a regulatory deadline of June 30, 2016, for project completion. The Phase 2 portion of the project will be presented for approval after the plans, specifications and the GMP have been deemed to be acceptable.

**Financial Considerations:** The design fee for Phase 1 is \$24,500. Funding is available within the existing \$2,355,000 budget, approved by the City Council on June 16, 2015, and is funded by future revenue bonds or water utility cash reserves.

**Legal Considerations:** The agreement has been reviewed and approved as to form by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve the 30% design-build agreement and authorize the necessary signatures.

**Attachment:** Design-Build Agreement.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

BURNS & MCDONNELL/CAS, JV

for

30% DESIGN SERVICES FOR IMPROVEMENTS TO COWSKIN CREEK WATER  
QUALITY RECLAMATION FACILITY (PLANT 3)

THIS AGREEMENT, made this \_\_ day of \_\_\_\_\_, by and between the CITY  
OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and BURNS &  
MCDONNELL/CAS, JV party of the second part, hereinafter called the "DESIGN-BUILDER".

WHEREAS, the CITY intends to improve and rehabilitate the Cowskin Water Quality  
Reclamation Facility (WQRF).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The DESIGN-BUILDER shall furnish professional services as required to perform PROJECT tasks outlined in the SCOPE OF SERVICES (Exhibit "A")

II. IN ADDITION, THE DESIGN-BUILDER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit "A").
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all writings, calculations, sketches, drawings and models such as the CITY may wish to examine periodically during performance of this AGREEMENT.
- D. To save and hold CITY harmless against all, damages and losses for injuries to third-parties or third-party property arising from or caused by negligent errors, omissions or acts of DESIGN-BUILDER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this AGREEMENT.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by DESIGN-BUILDER and, where relevant to method of payment, to make such material available to the CITY, or its authorized representative.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the services, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "D" which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the services herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. To complete the services to be performed by DESIGN-BUILDER within the time allotted for the PROJECT in accordance with Phase One tasks as indicated in Exhibit "B"; EXCEPT that the DESIGN-BUILDER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the DESIGN-BUILDER.
- I. Represents to be responsible for the technical accuracies and the coordination of all designs, drawings, specifications, plans, writings, models, and services furnished by the DESIGN-BUILDER under this AGREEMENT. DESIGN-BUILDER further agrees, to perform its services consistent customarily accepted professional practice with the degree of skill, care diligence which a professional engineer would exercise under the same or similar circumstances.
- J. DESIGN-BUILDER shall procure and maintain such insurance as will protect the DESIGN-BUILDER from damages resulting from the negligent acts of the DESIGN-BUILDER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall

be in an amount of \$500,000.00 per claim and in the aggregate. In addition, a Worker's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Worker's Compensation – Statutory  
Employer's Liability - \$500,000 each occurrence.

Further, a commercial general liability policy shall be procured and maintained by the DESIGN-BUILDER or CAS on behalf of the DESIGN-BUILDER that shall be written in a comprehensive form and shall protect DESIGN-BUILDER against all claims arising from injuries to persons (other than DESIGN-BUILDER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of DESIGN-BUILDER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall be \$500,000.00 per occurrence and in the aggregate for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time DESIGN-BUILDER starts any work under this agreement. DESIGN-BUILDER shall provide CITY thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

- K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The DESIGN-BUILDER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the services required by this agreement. The DESIGN-BUILDER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the DESIGN-BUILDER. Confidential materials marked or otherwise identified by CITY and so furnished will be kept confidential by the DESIGN-BUILDER.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the DESIGN-BUILDER.
- C. To pay the DESIGN-BUILDER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for DESIGN-BUILDER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the services that this AGREEMENT requires to be performed. The CITY agrees to advise the DESIGN-BUILDER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the services required by this AGREEMENT. The CITY shall also advise the DE-SIGN-BUILDER of any changes in the person(s) designated

- Project Manager. Written notification shall be provided to the DESIGN-BUILDER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by DESIGN-BUILDER in a timely fashion.

IV. PAYMENT PROVISIONS

- A. Payment to the DESIGN-BUILDER for the performance of the professional services required for Phase One – 30% Design shall be time related charges for labor, per attached rate table shown in Exhibit “C” and on the basis of the lump sum fee amount specified below:

**\$24,500**

- B. During the progress of work covered by this agreement, partial payments may be made to the DESIGN-BUILDER monthly. The progress billings shall be supported by documentation acceptable to the City Engineer which shall include a project Gantt chart or other suitable progress chart indicating progress on the PROJECT and a record of the time period to complete the work, the time period elapsed, and the time period that remains to complete the work.
- C. When requested by the CITY, the DESIGN-BUILDER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
1. Phase Two: Complete design, construction and post-construction tasks, including performance testing, startup commissioning and operator training and support (if GMP or lump-sum price is approved by the Owner in Phase One)
  2. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
  3. Additional services not covered by the scope of this agreement.
  4. Administration related to this PROJECT
  5. A major change in the scope of services for the PROJECT.
- D. If additional work should be necessary, the DESIGN-BUILDER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the DESIGN-BUILDER’S inability to proceed with the work.
- B. That the notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the DESIGN- BUILDER’S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold DESIGN-BUILDER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT. That the services to be performed by the DESIGN-BUILDER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.

- C. That services to be performed by the DESIGN-BUILDER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the DESIGN-BUILDER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval, or acceptance of, nor payment for, any of the work or services required to be performed by the DESIGN-BUILDER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this agreement, that it is not intended by any of the provisions of any part of this agreement to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this agreement to maintain a suit for damages pursuant to the terms or provisions of this agreement.

IN WITNESS WHEREOF, the CITY and the DESIGN-BUILDER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

\_\_\_\_\_  
Jeff Longwell, City Mayor

SEAL:

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

Brian K. M. Ford  
for Jennifer L Magaña, Director of Law and City Attorney

BURNS & MCDONNELL/CAS, JV

[Signature]  
ATTEST: Dana Cox



## EXHIBIT “A”

The Progressive Design-Build process will proceed in two phases. Phase I, design development and development of the Design-Builders price proposal; and Phase II, detailed design and construction of improvements.

### SCOPE OF SERVICES – PHASE I

The Design-Builder will perform the following services:

#### **Task 1.0** Initial data request:

1. Design-Builder will prepare an initial data request. Anticipated data required from the Owner is as follows:
  - 1.1. Treatment plant flow and organic loading rates for the previous five years.
  - 1.2. As constructed drawings of the Cowskin Creek Water Quality Reclamation Facility.
  - 1.3. Record data for the following:
    - 1.3.1. Existing grit removal equipment.
    - 1.3.2. Existing influent screen equipment
    - 1.3.3. Existing aerobic sludge holding and digester blower equipment including blower curves.
    - 1.3.4. Existing non potable water (NPW) pumps including pump curves and NPW demands.
    - 1.3.5. Existing odor control equipment.
    - 1.3.6. Existing SCADA architecture.
    - 1.3.7. Historical and design hydrogen sulfide concentrations for areas currently connected to the existing bio-filter.
  - 1.4. Any existing studies or reports pertinent to the project.
2. Deliverables:
  - 2.1. Initial data request.

#### **Task 2.0** Project initiation and coordination:

1. Project Kick-off Meeting:
  - 1.1. Conduct a project kickoff meeting at Owners facilities: Project kick-off meeting will be attended by Design-Builders Construction Manager, Lead Estimator, Design Manager and Lead Process Design Engineers and Owner’s Project Management, Engineering and Operations staff. The purpose of the kick-off meeting will be to:
    - 1.1.1. Further define Owner’s goals and objectives for the project.
    - 1.1.2. Establish communication protocols.
    - 1.1.3. Review initial concepts for the project as presented in Design-Builders proposal dated July 30, 2015.
    - 1.1.4. Solicit owner’s input regarding initial concepts.
2. Deliverables:
  - 2.1. Project kick-off meeting agenda.
  - 2.2. Project kick-off meeting minutes.

### **Task 3.0 Conceptual Design Development:**

1. Based on input received from the Owner in the project kick-off meeting. Design-Builder will prepare schematic designs and construction sequences for the following:
  - 1.1. Headworks facilities
    - 1.1.1. Repair of headworks influent channel corrosion.
    - 1.1.2. Replacement of isolation gates.
    - 1.1.3. Configuration of temporary influent piping to divert flows during construction.
    - 1.1.4. Replacement of grit removal equipment with a target grit removal efficiency of 95% of all grit 150 micron and larger. Design-Builder will provide evaluation of the following alternatives:
      - 1.1.4.1. Replacement of the existing Grit King grit removal unit.
      - 1.1.4.2. Replacement of the existing Grit King with “stacked tray units”.
      - 1.1.4.3. Replacement of the existing Grit King grit removal unit with rotating belt screens.
      - 1.1.4.4. Selection of construction materials for corrosion resistance.
  - 1.2. Aerobic sludge holding and aerobic sludge digester.
    - 1.2.1. Review current flow and loadings and determine impact on solids production.
    - 1.2.2. Evaluate reversing the operation of the aerated sludge storage and aerobic digestion.
    - 1.2.3. Evaluate operating the existing aerobic sludge tanks in parallel rather than series.
    - 1.2.4. Evaluate conversion of batch thickening to recuperative thickening.
    - 1.2.5. Evaluation of existing positive displacement blowers.
    - 1.2.6. Replacement of existing coarse bubble diffusers and aeration piping with medium or fine bubble diffusers.
    - 1.2.7. Evaluation and recommendation for dissolved oxygen monitoring and control.
    - 1.2.8. Evaluation of mixing requirements for aerobic digestion and sludge holding. If existing aeration blowers are inadequate for mixing provide analysis and schematic design for supplemental air for mixing or mechanical mixing.
    - 1.2.9. Target Dissolved Oxygen (D.O.) requirements for aerobic sludge storage and aerobic digestion are 1.0 mg/l at maximum month loadings and worst-case temperature conditions and 2.0 mg/l at loadings and average temperature conditions.
    - 1.2.10. Evaluate target D.O. requirements and aeration requirements for sludge concentrations of 1% for aerated sludge holding and 4% for aerobic digestion.
  - 1.3. Non-potable water pumps (NPW):
    - 1.3.1. Evaluate replacement of NPW pumps with vertical turbine or submersible type pumps.
    - 1.3.2. Evaluate addition of variable frequency drives and pressure based controls against installation of a bladder tank and/or a jockey pump system to maintain system pressure at low flow.
  - 1.4. Odor control bio-filter:
    - 1.4.1. Design-Builder will provide an analysis of advantages and disadvantages of replacing the existing bio-filter media with wood chip media, synthetic media or an engineered soil type media. The primary considerations will be cost, compatibility with the existing blower and humidification systems and the media ability to meet the following hydrogen sulfide reduction targets of 99% removal for inlet

concentrations greater than 10 mg/l or 0.1 mg/l or less for inlet concentrations of 10 mg/l or less.

2. Provide engineering, technical personnel and equipment to obtain necessary survey data
3. Deliverables:
  - 3.1. Conceptual design will be presented in the form of a technical memorandum which will include:
    - 3.1.1. Design criteria for each unit process: Headworks, Aerobic Sludge Holding, Aerobic Digestion, Non-Potable Water Pumps and Odor Control Media Replacement.
    - 3.1.2. General arrangement for improvements for each unit process including any alternatives.
    - 3.1.3. Discussion of advantages and disadvantages of each potential alternative identified.
    - 3.1.4. Potential construction sequences.
    - 3.1.5. Preliminary conceptual cost estimates for each unit process including each potential alternative identified. The preliminary costs estimates will be used to compare the relative cost of alternatives.

**Task 4.0 Conceptual Design Review:**

1. Design-Builder will conduct one half day work shop at the Owners facilities to present and review the conceptual design with the Owner. The meeting will be attended by the Design-Builders Construction Manager, Lead Estimator Design Manager, Process Design Lead and the Owner's Project Management and Operations Staff. The purpose of the meeting is as follows.
  - 1.1. Review conceptual design concepts with Owner and Owners Staff.
  - 1.2. Receive input from the Owner regarding the conceptual design.
  - 1.3. In collaboration with the Owner and Owner's Staff and using other data contained in the conceptual design. Select alternatives, configurations and sequences to carry forward in the 30% design and guaranteed maximum price (GMP) or lump sum price development.
2. Deliverables:
  - 2.1. Conceptual design workshop meeting agenda.
  - 2.2. Conceptual design workshop meeting minutes.

**Task 5.0 30% Design Development:**

1. On the basis of Task 4.0 above, develop 30% design for selected alternatives for each unit process to a level adequate to convey the design intent and for the Design-Builder prepare a GMP or lump sum proposal unit process.
2. Deliverables:
  - 2.1. General arrangement, plans and sections for each unit process.
  - 2.2. Process flow and instrumentation diagram for each unit process.
  - 2.3. Electrical one-line drawings.
  - 2.4. Hydraulic profile for each unit process
  - 2.5. Line item specifications for major process, electrical and mechanical equipment.

**Task 6.0 GMP or lump sum price development:**

1. Using the 30% Design prepared in Task 5.0. Design-Builder will prepare packages for competitive quotation among qualified subcontractors and suppliers for the following:
  - 1.1. Electrical.
  - 1.2. Instrumentation and control.
  - 1.3. Mechanical.
  - 1.4. Grit removal equipment.
  - 1.5. Aeration diffusers and piping.
  - 1.6. Sludge mixing equipment.
  - 1.7. Non-potable water pumping equipment.
  - 1.8. Bio-filter media.
2. In collaboration review competitive price proposals from qualified subcontractors and suppliers and select on the basis of safety record, past performance, quality of previous work, quality of equipment and ability to provide local service and cost.
3. Deliverable
  - 3.1. Summary of competitive quotations from major subcontractors and suppliers.
  - 3.2. Tabulation qualifications of each proposed major subcontractor or supplier.
  - 3.3. Tabulation of cost of each proposed subcontractor or supplier.
  - 3.4. Tabulation of cost for each subcontractor or supplier included in the GMP or lump sum price.
  - 3.5. Detailed estimate of cost for self-performed work.
  - 3.6. Tabulation of allowances for any allowance based work.

**Task 7.0 Basis of Design Memorandum:**

1. Prepare a Basis of Design Memorandum for the purpose of communicating the design intent, establishing design criteria and for use as a basis to convey design intent to The Kansas Department of Health and Environment for regulatory concurrence.

**Task 8.0 GMP or lump sum Proposal for Phase II**

1. Prepare and deliver to the Owner, a GMP or lump sum proposal for Phase II of the project. The Phase II proposal is anticipated to include:
  - 1.1. Project delivery schedule.
  - 1.2. Detailed design
  - 1.3. Construction
  - 1.4. As-Built drawings
  - 1.5. Start-up
  - 1.6. Performance testing
  - 1.7. Operator training
  - 1.8. Warranty administration
2. Owner will provide a mutually agreeable set of Standard General Conditions and any necessary Supplemental Conditions for use in developing GMP or lump sum pricing.

## EXHIBIT "B"

### TIME OF SERVICE

Design-Builder will begin Phase I services immediately upon receiving notice to proceed from the Owner. Design-Builder will complete the Phase I services described here in within 60 calendar days of receipt of a written notice to proceed from the Owner. A detailed schedule for Phase II services will be included in Task 8 and is anticipated to be completed by June 30, 2016.

### COMPENSATION

Owner shall Design-Builder on the basis of Design-Builders hourly rates (Rate Sheet attached here to) subject to a not to exceed cap of \$24,500. (Twenty four thousand five hundred dollars) without written authorization from Owner.

City of Wichita  
City Council Meeting  
October 6, 2015

**TO:** Mayor and City Council

**SUBJECT:** 2015 Biennial Bridge Inspections (All Districts)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

---

**Recommendation:** Approve the agreement and budget and adopt the resolution.

**Background:** The Federal Highway Administration and the Kansas Department of Transportation require the structural inventory and appraisal of all bridges maintained by the City of Wichita. The City's last inspection report was submitted in 2013. The inspections are required on a biennial basis to maintain eligibility for federal funding for bridge repair and replacement projects. The bridge inspection reports also aid in the prioritization of projects for maintenance and replacement programs.

**Analysis:** On August 6, 2015, and August 14, 2015, the Staff Screening and Selection Committee interviewed three consultants that responded to the City's Request for Proposals. TranSystems was selected to provide the bridge inspection services for 2015 and 2016 based on its considerable expertise in bridge inspections, proposed documentation and final reporting, and the availability of qualified staff.

Significant bridge maintenance issues may be encountered during inspections. Identification and coordination of these repairs requires City staff to be involved with TranSystems throughout the course of the bridge inspections. It was anticipated that new federal and state regulations would require a more intensive and costly type of inspection. The regulations have not yet been put in place, but are still anticipated and may be required in subsequent inspection cycles.

**Financial Considerations:** Payment to TranSystems for the bridge inspections and reports will be on a lump sum basis of \$80,000. The Adopted 2015-2024 Capital Improvement Program (CIP) includes \$200,000 in general obligation (GO) bond funding in 2015 for these inspections. Of the \$200,000 available in the 2015-2024 CIP, staff recommends initiating \$125,000 now, to allow for payment of the agreement, anticipated additional inspections, and for City staff administration and oversight costs.

**Legal Considerations:** The Law Department has reviewed and approved the agreement and resolution as to form.

**Recommendation/Action:** It is recommended that the City Council approve the agreement and budget, adopt the resolution, and authorize the necessary signatures.

**Attachments:** Agreement, resolution, and budget sheet.

# Project Request

☒ CIP ☐ Non-CIP

CIP YEAR:

2015

CIP #:

☐ NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #:

ENGINEERING REFERENCE #: 472-85233

FUND: 400 Street Improvements

SUBFUND: 415 Bridges

COUNCIL DISTRICT: 07 All Districts

DATE COUNCIL APPROVED: 10-6-15

REQUEST DATE:

PROJECT #: 249150

PROJECT TITLE: 2015 Biennial Bridge Inspections

PROJECT DETAIL #: 01

PROJECT DETAIL DESCRIPTION: 2015 Biennial Bridge Inspections

OCA #: 715734

OCA TITLE: 2015 Biennial Bridge Inspections

PERSON COMPLETING FORM: Jennifer Peterson

PHONE #: 268-4548

PROJECT MANAGER: Mike Armour

PHONE #: 268-4598

☒ NEW BUDGET

☐ REVISED BUDGET

## REVENUE

## EXPENSE

Object Level 3	Budget
9720 G.O. Bonds	\$125,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

Object Level 3	Budget
2999 Contractuals	\$125,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

REVENUE TOTAL: \$125,000.00

EXPENSE TOTAL: \$125,000.00

NOTES:

## SIGNATURES REQUIRED

DIVISION HEAD:

DEPARTMENT HEAD:

BUDGET OFFICER:

CITY MANAGER:

Print Form

DATE:

DATE:

DATE:

DATE:

RESOLUTION NO. \_\_\_\_ - \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY.**

---

**WHEREAS**, the City of Wichita, Kansas (the "City") is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the Governing Body is authorized, pursuant to K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City (the "Act") to issue general obligation bonds of the City without an election for the purpose of paying for the construction, purchase or improvement of any public improvement, including the land necessary therefore, and for the purpose of rebuilding, adding to or extending the same as the necessities of the City may require and for the purpose of paying for certain personal property therefore; and

**WHEREAS**, the Governing Body hereby finds and determines that it is necessary and advisable to make certain public improvements described as follows:

**2015 Biennial Bridge Inspections (472-85233)**

(the "Project") and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:**

**Section 1. Project Authorization.** It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of **One Hundred Twenty-Five Thousand Dollars \$125,000** in accordance with plans and specifications therefor prepared under the direction of the City Engineer and approved by the Governing Body; said plans and specifications to be placed on file in the office of the City Engineer.

**Section 2. Project Financing.** All or a portion of the costs of the Project, interest on financing and administrative and financing costs shall be financed with the proceeds of general obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation §1.150-2.

**Section 3. Effective Date.** This Resolution shall be in full force and effect from and after its adoption by the Governing Body.



**ADOPTED** by the City Council of the City of Wichita, Kansas, on \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Jeff Longwell, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Jennifer Magaña, City Attorney and Director of Law

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

TRANSYSTEMS CORPORATION

for

2015 BIENNIAL BRIDGE INSPECTIONS

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and TRANSYSTEMS CORPORATION, party of the second part, hereinafter called the "ENGINEER".

WHEREAS, the CITY intends to construct;

**2015 BIENNIAL BRIDGE INSPECTIONS** to include 290 bridges serving the City of Wichita (Project No. 472-85233).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for inspecting bridges and to perform the PROJECT tasks outlined in the SCOPE OF SERVICES (**Exhibit "A"**).

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in **Exhibit "A"**.
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.

- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in **Exhibit "B"** which is attached hereto and adopted by reference as though fully set forth herein.
- G. Inspection Data shall be entered in the KDOT BLP Bridge Inspection Portal (BIP) no later than 90 days following the bridge inspection and no later than **December 31, 2015**. Final report to be submitted to the City by **January 31, 2016**.
- H. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- I. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with **Exhibit "A"**; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- J. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- K. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory  
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

- L. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

### III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in **Exhibit "A"**.

- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the not to exceed fee amount specified below:

**Project No. 472-85233                      \$80,000**

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
  - 1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
  - 2. Additional design services not covered by the scope of this agreement.
  - 3. Construction staking, material testing, inspection and administration related to the PROJECT.
  - 4. A major change in the scope of services for the PROJECT.
 If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.
- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

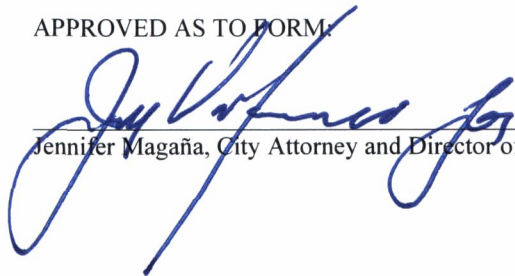
\_\_\_\_\_  
Jeff Longwell, Mayor

SEAL:


ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Jennifer Magaña, City Attorney and Director of Law

TRANSSYSTEMS CORPORATION

  
\_\_\_\_\_  
(Name & Title)  
BRETT A. LETKOWISKI, PE  
SENIOR VICE PRESIDENT

**Scope of Services for Local Routine Bridge Inspection Contract<sup>1</sup>****General:**

1. Routine bridge inspections shall be conducted in accordance with federal regulations and references listed in Appendix A.
2. Where applicable, all NBI Data Items and Condition States shall be verified during the inspection and updated or corrected. This may require coordination with the City/County on AADT and similar items not observable.
3. The work performed under the City bridge inspection contract is subject to review by KDOT. If errors or discrepancies are found, the Consultant, at no additional cost, shall be required to make corrections. KDOT's Bureau of Local Projects (BLP) will oversee QC/QA evaluations of bridge inspections including field reviews, review of ratings, bridge inspection files, and data entry.

**Team Leader Requirements:**

4. Bridge Inspection Team Leaders must be qualified as a Routine Team Leader on the Kansas Local Bridge Inspection Team Leader list maintained by KDOT BLP.
5. Substandard work is grounds for removal of the inspector from the KDOT BLP qualified bridge inspection team leader list.

**Number and type of Bridges for Inspection:**

6. The Owner has 285 routine non-NHS bridges to be inspected. (Routine qualified team leader required).
7. The Owner has 5 routine non-NHS bridges requiring an Inventory Inspection.<sup>2</sup> (Routine qualified team leader required).

**Specific Requirements for Inspections:**

8. The standard KDOT BLP Bridge Inspection Form (BIF) shall be used to record the field inspection data. Critical Findings shall be recorded on the standard KDOT BLP Critical Inspection Findings (CIF) form.
9. Review inspection cycles for all bridges within contracted bridge group to verify the proper inspection cycles have been set and followed.
10. Review scour analysis/assessment and scour plan of action information in the bridge folder, and report if the information is inadequate or needs updating.
11. Review load rating information in the bridge folder, and report if the information is inadequate or needs updating.
12. Review fracture critical information in the bridge folder, and report if the information is inadequate.
13. Review photographs in the bridge file; add any required photos that are not in the bridge folder. Provide new photographs of items as necessary to adequately document significant deficiencies, changed conditions, or repairs needed. Approach photographs should include the weight limit posting signs at each end of the bridge for all load posted bridges.
14. During the routine inspection, Critical Inspection Findings shall be reported to the bridge Owner immediately (by phone or in person).

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<sup>1</sup> Bridge inspections conducted under KDOT's Bridge Inspection Program shall be conducted by a qualified consultant under contract with the City ("Owner"). KDOT's has determined that inspections must cover the scope of services set forth below to comply with 23 C.F.R. § 650 et seq.

<sup>2</sup> Bridges not currently in the inventory or bridges that have had major rehabilitation work require an Inventory Inspection using the Inventory Inspection form in the KDOT BLP Bridge Inspection manual.

15. During the routine inspection, any weight limit signs found missing, knocked down, damaged to the point of not being legible, or obscured by vegetation; shall be reported the same day to the bridge Owner (by phone or in person).
16. During the routine inspection, any observed items affecting the safety of the public, structural integrity of the bridge, or any existing warning signs (i.e. low clearance, one lane bridge, narrow bridge, sharp turn ahead, etc.) that have been knocked down, damaged to the point of not being legible, or obscured by vegetation; shall be reported the same day to the Owner (by phone or in person).

**Deliverables:**

17. The Inspection Data shall be entered in the KDOT BLP Bridge Inspection Portal (BIP) no later than 90 days following the bridge inspection. All NBI Data Items in the existing database shall to be checked while performing data entry and errors in the data shall be corrected.
18. Required reports and assembly of updates to the Owner's bridge folder shall be completed within 90 days of the completion of the field inspection.
19. The Routine Bridge Inspection Submittal forms must be filled out, signed, dated and stamped by a Professional Engineer licensed in Kansas and submitted within 90 days of completion of the field inspection to KDOT BLP ([blp\\_bridge@ksdot.org](mailto:blp_bridge@ksdot.org)) in scanned PDF format together with the BIP Bridge Data Validation list and BIP Sufficiency Rating Calculation results at the completion of the Routine inspection process.
20. By the deadline established by the Owner, provide 3 copies of the Bound Report summarizing bridge inspection results of the maintenance recommendation report, and conforming to the requirements contained in Appendix B.
21. If applicable, the Critical Inspection Findings (CIF) forms must be submitted by the inspection team leader to KDOT BLP either electronically (pdf format) or by paper within two days of routine inspection. The response by the Owner to the CIF shall be provided by the Owner to KDOT BLP within two (2) weeks of the submission of the CIF to KDOT BLP.

**Additional Requirements:**

1. The City has a "data base" for the bridge inspection program. This database is tied to an interactive map. Update, modify, and expand this database to include any additional structures.
2. A detailed list of bridges based on maintenance/replacement needs is to be submitted as a separate report. The list is to be ordered by need, not by sufficiency rating. Prepare two separate bound reports listing bridge maintenance items. The first is to be a recommendation for critical maintenance needed to extend the life of the bridge and safety concerns. The second is to be a listing of routine maintenance items that need attention but are not urgent or safety related.
3. Produce a list of structures to be inspected on an annual basis as required by NHI. Inspect these structures in 2016, update the City's data base, and enter data into KDOT's portal as required.

## APPENDIX A

### STUDY PROCEDURES AND DESIGN CRITERIA

The procedures followed in the field inspection of the bridges and the criteria utilized in the subsequent structural analyses and weight limit ratings, where performed, were derived from the following reference sources:

1. American Association of State Highway and Transportation Officials (AASHTO) "Manual for Condition Evaluation of Bridges", 1994, Second Edition as revised by 1995, 1996, 1998, 2000, and 2001 Interim Revisions.
2. KDOT BLP Bridge Inspection Manual.
3. Report No. FHWA-PD-96-001, Recording and Coding Guide for the Structure Inventory and Appraisal of the Nation's Bridges, December 1995.
4. KDOT Design Manual, Volume III, Bridge Section, Bridge Load Rating, January 2005.
5. KDOT "Supplemental Coding Guide for Bridge Inspection and Rating", 1993.
6. Report No. FHWA-IP-86-2, Culvert Inspection Manual, July 1986
7. Report No. FHWA-IP-86-26, Inspection of Fracture Critical Bridge Members, September 1986.
8. FHWA Bridge Inspector's Training Manual/90, March 1995.
9. Kansas Department of Transportation, Bureau of Local Projects "Scour Evaluation Manual for Local Public Authorities", August 1996.



## APPENDIX B

### BOUND REPORT REQUIREMENTS

Prepare a bound report summarizing the bridge inspection results. The report should include the following items.

- An introduction stating the time period of the bridge inspections, the names of the persons performing the inspections, and items not included in the inspection, such as approach guardrail, object markers, warning signs, etc.
- A table listing each bridge and include the following items.
  - County bridge number
  - NBI number
  - Length
  - Type of structure
  - Features intersected
  - Facilities carried
  - Sufficiency rating
  - Recommended weight limits
  - Existing weight limit signing
  - Date of inspection
  - Inspector name
  - If a load rating update is needed
  - If scour analysis is needed
- A table listing all bridges that need an annual inspection, the inspection due date, the reason for the annual inspection, and the items that need to be inspected.
- A table listing all bridges that are fracture critical, a general description of the type of bridge, type of equipment needed to perform the inspection, and any items of concern.
- A table listing all bridges with pin and hangers.
- Bridge index map (See Additional Requirement No. 1).
- Tables listing all bridges with maintenance needs (See Additional Requirement No. 2)

**REVISED NON-DISCRIMINATION AND  
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM  
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
  - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
  - 1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
  - 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
  - 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be

- canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
  5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
- D. Exempted from these requirements are:
1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
  2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

**RESOLUTION NO. 15-329**

**A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY.**

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**WHEREAS**, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the Governing Body is authorized, pursuant to K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City (the “Act”) to issue general obligation bonds of the City without an election for the purpose of paying for the construction, purchase or improvement of any public improvement, including the land necessary therefore, and for the purpose of rebuilding, adding to or extending the same as the necessities of the City may require and for the purpose of paying for certain personal property therefore; and

**WHEREAS**, the Governing Body hereby finds and determines that it is necessary and advisable to make certain public improvements described as follows:

**2015 Biennial Bridge Inspections (472-85233)**

(the “Project”) and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:**

**Section 1. Project Authorization.** It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of **One Hundred Twenty-Five Thousand Dollars \$125,000** in accordance with plans and specifications therefor prepared under the direction of the City Engineer and approved by the Governing Body; said plans and specifications to be placed on file in the office of the City Engineer.

**Section 2. Project Financing.** All or a portion of the costs of the Project, interest on financing and administrative and financing costs shall be financed with the proceeds of general obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation §1.150-2.

**Section 3. Effective Date.** This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

**ADOPTED** by the City Council of the City of Wichita, Kansas, on October 6, 2015.

(SEAL)

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Jeff Longwell, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, City Attorney and Director of Law

City of Wichita  
City Council Meeting  
October 6, 2015

**TO:** Mayor and City Council

**SUBJECT:** KDHE Watershed Restoration and Protection Strategy  
Grant Application (All Districts)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

---

**Recommendations:** Approve acceptance of the grant award for year three of the three-year grant cycle for the Wichita Clean Streams, Watershed Restoration and Protection Strategies (WRAPS) grant.

**Background:** Reducing pollution in the Arkansas River has been a priority for the City of Wichita for many years. Over the last several years, the Kansas Department of Health and Environment (KDHE) has established a program for the development of Watershed Restoration and Protection Strategy (WRAPS), and is making grant funding available to continue those efforts. On April 5, 2005, the City Council approved an environmental services grant application for a KDHE WRAPS grant. The City has subsequently applied for each of the three WRAPS phases.

Phase 1, known as the Development Phase, was approved by the City Council in May 2007. This Phase included a \$50,000 grant award and a \$33,333 City match. This Phase led to the identification and assembly of volunteer stakeholders from within the community, and the hiring of a consultant to analyze water pollution conditions in the Lower Arkansas River watershed. The locally formed stakeholders group became the RiverCity WRAPS.

Phase 2, known as the Assessment and Planning Phase, was approved by Council in November 2010, and included a \$110,000 grant award and a \$75,000 City match. This Phase provided for the selection of targeted strategies for pollution reduction within the watershed. It also quantified the amount of pollution reduction that could be attained by the selection and location of each strategy.

Phase 3, known as the Implementation Phase, was applied for and subsequently awarded by KDHE to the City on June 11, 2013. The one-year KDHE grant award was in the amount of \$20,000, expired June 30, 2014, and covered the first year of a three-year grant program.

Year two of Phase 3 was accepted in October 2014 as part of a three-year grant cycle. The grant allowed the RiverCity WRAPS group, renamed Wichita Clean Streams, to hire a consultant to complete a design in a local watershed to reduce pollutants caused by stormwater runoff.

**Analysis:** If approved, this action will allow Wichita Clean Streams to address issues through analysis and design of pollution reduction projects within the Arkansas River watershed and the City of Wichita through completion of the Phase 3 WRAPS grant.

Design will include stream channel stabilization, grass buffer strips and public education. These specific water quality improvement strategies were identified in the three previous phases. The City is the designated sponsor agency for the Wichita Clean Streams stakeholder leadership team.

**Financial Considerations:** This award is for \$20,000 through an Environmental Protection Agency Section 319 Grant administered by the KDHE Bureau of Water. A required local match in the amount of \$13,333 will be in the form of in-kind services (demonstrations, meeting support, facilities, equipment, materials, etc.) and is available in the Stormwater Utility's annual operating budget.

**Legal Considerations:** The Law Department has reviewed and approved the agreement as to form.

**Recommendation/Action:** It is recommended that the City Council approve the grant award and authorize the necessary signatures.

**Attachments:** Watershed Management General Grant Conditions, Grant Award Letter from KDHE and KDHE Non-Point Source Financial Assistance Agreement.

*Kansas Department of Health and Environment*  
**Watershed Management**

# General Grant Conditions

## U. S. EPA SECTION 319 Funds Kansas Water Plan Funds

July 1, 2015

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## I. Grant Agreement Responsibilities:

The cooperator is responsible for insuring the project deliverables as described in the Kansas Department of Health & Environment (KDHE) and Environmental Protection Agency (EPA) approved Project Implementation Plan (PIP) are achieved. If adjustments are necessary to the PIP, the cooperator agrees to seek prior approval from the KDHE Project Officer, and provide justification for the proposed modifications. Where the project PIP deliverables are significantly modified, the KDHE Project Officer may request that a formal Grant Amendment be submitted.

The cooperator is responsible for insuring activities described in the PIP are completed on schedule. If adjustments are necessary to the timeframe, the cooperator agrees to seek KDHE Project Officer approval and provide justification for the proposed adjustment. Where the project schedule is significantly adjusted, the KDHE Project Officer may request a Grant Amendment and/or a no-cost Grant Extension. This includes any Best Management Practice (BMP) or Demonstration Project deliverables. All BMP's and Demonstration Projects must be designed, installed and/or constructed and evaluated prior to the project end date and must comply with the guidelines contained in Section VI.B.

## II. Grant Disbursement (No expenditure of funds may be made until KDHE and the EPA Technical Advisor have reviewed and approved the Project Implementation Plan).

A. General Disbursement -- In general, Section 319 grants will be provided 50 percent of the total grant amount in advance. This is to help the project with initial project costs. The advance payment will be initiated by KDHE upon receipt of the properly signed grant agreement and PIP, unless other conditions are negotiated or identified in the agreement.

A project may request that the advance payment be withheld or a project may request an advance payment of 10%, 20%, 30%, or 40% (with the exception of Clean Water Neighbor Grants. Please contact Watershed Management Section Staff for more details). The remaining grant award will be paid upon expenditures reported on the Affidavit of Expenditures and Nonfederal Contributions report.

KDHE will retain the final 10% of the grant until the following conditions are met:

1. The project has satisfactorily completed the deliverables as outlined in the Project Implementation Plan.
2. A final affidavit has been submitted and approved by KDHE.
3. A project final report has been submitted and approved by KDHE.

4. KDHE will only retain grant final payments for up to 6 months after a grant has expired. Once the 6 month deadline has passed, any remaining unclaimed grant funds will be unencumbered (terminated) and no longer available to the Sponsoring Organization.

At the end of the project, all affidavits submitted throughout the project must account for (add up to) 100% of the project total.

B. Affidavit of Expenditures and Nonfederal Contributions - The cooperator will submit affidavit reimbursement requests via the Kansas Clean Water website at <https://kanphix.kdhe.state.ks.us/Public/KCW/>. Affidavit information must be completed in the following categories:

1. Personnel - The Personnel category includes all wages and salaries paid to individuals for work on this project. It also includes the value of volunteer or contributed effort towards this project, including the direct salaries and wages paid or contributed but not the cost of fringe benefits for those individuals. This category does not include contract personnel. The costs of contract personnel should be included under Contractual Services.

2. Fringe Benefits - includes the cost of employer paid payroll taxes and benefits provided for employees. For volunteers include the cost of fringe benefits usually provided by the cooperating organization to their employees.

3. Travel - includes all costs associated with travel for this project. This would include mileage reimbursement (but not their salary while traveling); meals and lodging expenses or per diem expenses; parking and toll costs; and other expenses paid to persons who incurred travel costs in support of this project.

Mileage reimbursed from the grant or counted as match can not be greater than the mileage rate established for the State of Kansas by the Department of Administration. That rate is currently \$0.56 per mile by the most direct route. This rate is updated annually. Please visit <https://admin.ks.gov/resources/informational-circulars/informational-circulars---accounting/fy2015---accounting-info-circs> to find out the current mileage reimbursement rate.

4. Supplies - includes all costs of consumable materials purchased and utilized in support of this project (i.e. food, paper, office materials, and postage).

5. Food Purchases - Purchases of food and refreshments is not allowable with State Water Plan funds. Food and refreshments is allowed with the use of federal 319 funds under certain conditions. The meal must be an essential part of the project, such as a working lunch or dinner. Suggested allowable expenses are:

Refreshments - \$3.00 per person    Lunch \$12.25 per person  
Breakfast -     \$11.25 per person    Dinner \$23.50 per person

The necessity of a meal purchased from grant funds must be fully documented in the PIP and reported in the quarterly report. Examples of acceptable instances of where meals can be provided are:

- i. The event occurs at an isolated location and no other meal services are available;
  - ii. Meal is provided to assure that an all day meeting can stay on-schedule;
  - iii. Meal time is used as part of a continuing activity such as a speaker addressing water quality or nonpoint source pollution control topics;
  - iv. Meal time is used for small group breakout discussion for a specific topic or assignment given prior to the meal. Results of the breakout discussion are reported back to the larger group and documented with the meeting proceedings;
  - v. Use of meal time is the optimum time to convene certain stakeholders (farmers, teachers, etc.) and meal is essential to assure participation.
6. Equipment - any item purchased with a useful life in excess of one year and a \$5,000 cost or more per unit. For equipment purchases, please provide a copy of the invoice with the make, model, and serial number of the item purchased.
7. Contractual Services - includes services provided by agreement (written or unwritten) between the cooperator and service provider.
8. Other - includes any expenses not included elsewhere.
9. Requested Changes to the PIP Budget - KDHE recognizes that as projects are implemented changes to the budget may be necessary. Budget changes totaling less than \$2,500 do not require Project Officer approval, however, the change must be documented in the affidavit's comment field.

In the event the cooperator wishes to adjust the original budget by \$2,500 or more, a grant amendment must be completed via the Kansas Clean Water System. The Project Officer must approve the amendment prior to the cooperator acting on the deviation. The budget change is not authorized until the Project Officer has reviewed and approved the grant amendment.

C. Grant Project Contributions (i.e. match) - At the end of the project, the grant contributions must equal or exceed 40% of the total project cost. Final payment will be reduced if grant contributions do not meet the 40% requirement. Cooperators should try to meet their match requirements as the projects progresses via the quarterly affidavits of Project Expenditures and Grant Contributions, so that the match does not fall short at the end of the project.

#### State Water Plan Fund Match Requirements

Cooperator contributions for SWP funds may be from federal, state or local sources. Examples may include employee time or travel, other funds granted to project, equipment or other resources donated towards the project. Although other state funds may be used to match State Water Plan WRAPS funds, local funding is strongly encouraged for match contributions. Contact your KDHE Project Officer if you have any question on match eligibility.

#### Section 319 Fund Match Requirements

Cooperator contributions to match 319 funds must be from state or local sources (non-federal dollars). Please note the KS WRAPS SWP funds awarded for a project may not count as match for the 319 funds awarded. Examples of state or local sources include state or local employee time or travel, state or local funds granted for a BMP/demonstration project, state or local equipment or other resources donated towards the project. Contact your KDHE Project Officer if you have any question on match eligibility.

1. Volunteer Services as match for both 319 and SWP funds - Volunteer services provided to a cooperator will be valued at rates consistent with those ordinarily paid for similar work by the cooperator. Please note that time, mileage, etc. in which a volunteer attends a meeting, seminar or tour and does not provide a service may NOT be counted as match. If the cooperator does not employ individuals in this type of work the services will be valued at rates paid for similar work in the same labor market. A reasonable amount for fringe benefits may be included in the rate.

2. Cooperators should document how the rate for volunteers was determined and retain it with other project information. In addition,

mileage volunteer's travel may be counted as match.

3. Example Volunteer Form may be found at:  
[www.kdheks.gov/nps/downloads/GrantMatchingForm.pdf](http://www.kdheks.gov/nps/downloads/GrantMatchingForm.pdf)
4. Value of Volunteer's Time Website:  
[https://www.independentsector.org/volunteer\\_time](https://www.independentsector.org/volunteer_time)

D. Withholding of Payment - Payment may be withheld if project status reports are not submitted in a timely manner or if project requirements and objectives set out by the PIP are not being met. KDHE will only be retaining grant final payments for up to 6 months after a grant has expired. Once the 6 month deadline has passed, any remaining unclaimed grant funds will be unencumbered (terminated) and no longer available to the Sponsoring Organization. As a courtesy, KDHE will notify each project prior to the unencumbrance of funding, to give the funding recipient a final opportunity to complete the three conditions and receive the final payment.

Deficiency Resolution: Cooperators are responsible for fully implementing the PIP. The KDHE Project Officer is involved in project activities to the extent of monitoring deliverables, reviewing and approving progress reports and affidavits of expenditures, attending occasional meetings, and providing advisory support and technical assistance. Problems such as unforeseen loss of staff, prolonged bad weather, delays in programs used to leverage funding, etc, may affect the cooperators ability to meet the PIP requirements. In such cases, regular interaction and communication between the cooperator and the KDHE Project Officer may be needed to help keep project activities on track. Minor or temporary delays are usually resolved through good communication between the cooperator and the KDHE Project Officer.

More significant problems may develop where the project work is not progressing satisfactorily. Examples of potentially serious problems or deficiencies include: repeated failure to complete project work plan tasks; reports or related documentation routinely not submitted on time or of poor quality; project scope or deliverables changed without prior KDHE approval or work not performed in accordance with the work plan; unsubstantiated project costs; etc. In such instances, the KDHE Project Officer may initiate the following process in an attempt to rectify project deficiencies:

1. KDHE Project Officer will communicate informally (via email or orally) with the cooperator and/or project coordinator about the deficiencies and recommend actions to rectify the problems.

2. If the problems are not rectified satisfactorily in a timely manner, the KDHE Program Manager will send written correspondence to the Signature Authority of the cooperator and the project coordinator, identifying the project deficiencies and requesting that corrective action steps be identified by the cooperator and/or coordinator and submitted to KDHE within 2 weeks. Once the action steps are agreed upon by KDHE and the cooperator, the actions will be implemented and monitored by the KDHE Project Officer.

3. If action steps cannot be agreed upon, or if the action steps agreed upon are not adhered to, the KDHE Watershed Management Section Chief will provide written notification to the cooperator Signatory Authority to terminate funding. The notification will document the actions taken by KDHE to resolve the deficiencies and identify failures of the project to correct the deficiencies. The notification will outline the procedure to terminate the grant contract.

E. Additional Payment Request - Payments in excess of the amount expended can be made under special conditions. If a large expense to the grant is expected in the next quarter, the cooperator can request payment in advance of the expense by explaining the situation and provided the expense is identified in the PIP budget.

### III. Reporting Requirements

A. Project Status Reports - The cooperator will submit project status reports, through the Kansas Clean Water website for the designated reporting period, even if no activity or expenditures have occurred. Reporting period for all KDHE administered grants will be quarterly or semi-annually. If the cooperator has entered into sub-agreements for completion of work under this grant, the cooperator will secure appropriate project status reports from the sub-agreement vendor and include said reports with the cooperator's report. Exceptions to this reporting schedule may be made upon request. Please visit with your Project Officer to negotiate an alternate reporting period.

B. Final Report- KDHE will create and deliver an electronic Final Report Document to be completed by the Project Cooperator. The final report is due 30 days after the funds are expended or the end of the project period. A report due date will be specified when the KDHE Project Officer delivers the Final Report Document to the Project Cooperator. The final report should detail activities and accomplishments of the project as identified in the Project Implementation Plan. The project final report is a comprehensive outline of the project that includes: (1)

the location, scope, goals, objectives, and accomplishments of the project; (2) where and why the money was spent; (3) lessons learned, successes and failures; (4) how any aspect of the project may have been done differently;

1. For more information regarding the process of Final Reporting please visit <http://www.kdheks.gov/nps/Grants.html>.

2. A listing of any consumable supplies remaining at the project ending date and all equipment purchased entirely or partially with grant funds and an estimate of the value of the equipment must be provided. If the cooperator would like to retain the equipment, include a statement of future plans for the equipment and a certification that the equipment will be used for future water quality activities. In the event the cooperator does not complete the project, all equipment purchased for the project through grants funds will be returned to KDHE.

3. Final Report should be submitted as an electronic copy (an email attachment or a mailed CD). If an electronic copy is not available, submit two unbound copies suitable for reproduction.

C. Use of Project Data and Work Products - KDHE may use the data and other information produced through this project for succeeding reports, publications, or other purposes without notice or additional payment. The cooperator will provide KDHE with a copy of all water quality data (including raw monitoring data), survey data, or other statistical information, fact sheets, work products, etc., obtained under this grant, in paper as well as electronic format, if available.

D. Project Implementation Plans will not be approved unless previously funded projects are performing acceptably. This includes administrative status reports, affidavits, grant amendments, and current project performance.



#### IV. Project Activity

Cooperator agrees to maintain an active and cooperative working relationship with the KDHE Project Officer assigned to the project. This involves keeping them informed of project activities including but not limited to:

A. Assignment / Sub-agreements - Prior to entering into a sub-agreement financed with grant funds, the cooperator must secure approval from KDHE. This grant agreement, the subject matter, or any portion thereof may not be sold, transferred, or assigned in any manner by the cooperator without first obtaining written permission from KDHE.

B. Notification of Project Meetings and Activities - The cooperator will provide KDHE Project Officer written notices of project meetings, workshops, and other activities in advance so the KDHE Project Officer has reasonable time to arrange for attendance. Thirty days is usually sufficient notice. Representatives of KDHE may attend project meetings and activities.

C. Notification of Personnel Changes - The cooperator will keep the KDHE Project Officer updated when personnel changes occur. Project managers must notify KDHE in writing or by email that personnel have left or been replaced. Included in the notification must be current contact information for the project representative responsible for reports and project work.

D. A QAPP is a written document that outlines the procedures a monitoring project will use to ensure that samples, data, and subsequent reports are of high enough quality to meet project objectives. All work performed or funded by EPA that involves the acquisition of environmental data must have a KDHE approved Quality Assurance Project Plan including KS-WRAPs, Service Provider, 319, or CWN grants. QAPP's are required for both 319 and State Water Plan funded projects to ensure that project objectives are met. For guidance on preparing a QAPP please visit <http://www.kdheks.gov/nps/QAPPGuidance.pdf>.

#### V. Administering Cost Share Funds - Watershed Restoration & Protection Strategy Projects

KDHE financial assistance supports timely installation of BMPs and Demonstration Projects to abate NPS pollution problems. All BMP's and Demonstration Projects must be designed, installed and/or constructed and evaluated prior to the project end date and must comply with the guidelines contained in Section VI.B.

The cooperator is responsible for insuring activities described in the PIP are completed on schedule. In the case that timely BMP installation is not achieved, and adjustments are necessary to the grant timeframe, the cooperator agrees to seek KDHE Project Officer approval and provide justification for the proposed adjustment. Where the project schedule is significantly adjusted, the KDHE Project Officer may request a Grant Amendment and/or a no-cost Grant Extension. Grant Amendments and/or a no-cost Grant Extensions will only be granted for extraordinary project circumstances.

Some practices may require only technical assistance with the landowner paying for all out-of-pocket costs associated with the construction and/or installation of the project. Other practices may involve cost share in the form of a payment to a landowner to increase on-the-ground implementation. In both cases, BMP installations should be completed with cooperator oversight and technical assistance.

WRAPS Projects awarded funding for BMPs or Demonstration Projects must insure the projects implemented are in conformance with a KDHE approved 9 element watershed plan and the PIP. If other types of BMP/Demonstration projects are being considered or proposed projects are located outside of the target area specified in the watershed plan and the PIP, the cooperator must obtain approval from the KDHE Project Officer prior to executing any landowner agreements.

A. Agreement - The cooperator on behalf of the Stakeholder Leadership Team (SLT) must execute a cost-share agreement with each landowner that includes an operation and maintenance contract (see the Operation and Maintenance section below). Cooperators and/or SLTs set the cost-share rate at a level needed to accomplish BMP implementation as outlined in the 9 Element watershed plan and corresponding PIP, keeping in mind the program goal of leveraging other State and Federal financial resources to the extent possible. Cooperators are responsible for insuring practices are installed as designed by conducting an on-site inspection or cooperating with other state and/or federal programs that inspect project construction/installation.

B. Standards and Specifications - All BMP/Demonstration projects implemented with grant funds must comply with the KDHE guidelines. To qualify for financial assistance, a BMP/Demonstration project must meet either the first or second guideline as follows:

1. The project must demonstrate a new or innovative water quality protection measure or enhance an established water quality protection practice.

- Measures shall be implemented in a high priority area identified in the watershed assessment and will help achieve water quality and pollutant load reduction goals for the watershed.
  - Measures shall be implemented in accordance with standards or procedures developed by a recognized authority with expertise in the subject matter (e.g. NRCS, KSU Research and Extension, professional engineer) and accepted by KDHE.
  - An evaluation component shall be included to evaluate the effectiveness of the measure being implemented.
  - An information and education component shall be included to inform other stakeholders of the measure and its water quality benefits.
2. The project demonstrates an established water quality protection practice (i.e. Best Management Practice).
- Practice shall be implemented in accordance with accepted standards and specifications of a state or federal agency when applicable. If no state or federal standard is available, other competent sources may be considered (e.g. urban BMP manuals).
  - Practice shall be implemented in a high priority area identified in the watershed assessment and will help achieve water quality and pollutant load reduction goals for the watershed.
  - Other federal, state or local funding sources have been explored and are not available for implementation of the practice or other sources are being leveraged to implement the practice.
  - An information and education component will be included to inform other stakeholders of the practice and its water quality benefits. An assessment of the effectiveness of the outreach efforts utilized shall be included.

C. Operation and Maintenance - The cooperator will assure continued proper operation and maintenance of all nonpoint source management practices that have been implemented for projects funded under this agreement. Such practices shall be operated and maintained for an appropriate number of years in accordance with commonly accepted standards. The recipient shall include a provision in every applicable sub-agreement (sub-grant or contract) awarded under this agreement requiring that the management practices for the project be properly operated and maintained. The sub-grant or contract should acknowledge the terms and conditions as stated in the sample Non-Point Source Pollution Control Practice Landowner Maintenance Requirements included as Attachment 1 to this document.

D. Confined Feeding Facility - Recipients of 319 cost share for a confined feeding facility/ animal feeding operation must comply with all applicable regulations and requirements of the KDHE Livestock Waste Management Program

([www.kdheks.gov/feedlots/](http://www.kdheks.gov/feedlots/)). Cost-shared livestock projects must include a plan for properly managing manure/nutrients prepared by a KDHE recognized service provider.

E. WRAPS funding may not be utilized for urban stormwater practices or activities specifically required in an NPDES permit; or for practices for NPDES permitted Confined Animal Feeding Operations or NPDES permitted inactive mines.

## VI. Financial Conditions

A. Accounting - The cooperator will establish and maintain an accounting system that meets the requirements of generally accepted accounting principles for the recording and reporting of receipts, disbursements, and the maintenance of asset and liability balances and adequate internal control.

B. Procurement - When securing goods and services needed to execute the project, the cooperator will secure the good or service at the least possible cost to the project through competitive bidding or comparison shopping. At a minimum three cost estimates will be secured. Documentation on procurement efforts will be retained by the cooperator and be available for review by KDHE, the U.S. Environmental Protection Agency, Kansas Legislative Post Audit, or other individuals or organizations authorized by the Kansas Department of Health and Environment. Acquisition of supplies, equipment, construction or services with federal or state funds must be made on a competitive basis to ensure reasonable prices are obtained (cost-share payments excluded). Cooperators may use their own procurement procedures provided they conform to 40 CFR 31.36.

Procurements less than \$100,000 may be conducted using small purchase procedures as outlined in 40 CFR 31.36. Small purchase procedures require that price or rate quotes must be obtained from an adequate number of qualified sources-typically three.

The reports must be submitted to KDHE semiannually for the periods ending March 31 and September 30. EPA Form 5700-52A may be obtained from the EPA Office of Small Business Program's Home Page on the Internet at [www.epa.gov/osbp/](http://www.epa.gov/osbp/).

C. Project Revenues - The cooperator will identify, record, and report any revenues received related to this project. The cooperator will retain such income to be used to further the objectives of the project. Any sale of a work product produced through efforts of this grant shall be identified in the PIP approved by KDHE. Any such income received during the grant period may be used as grant

contributed resources (i.e. matching funds). If revenues are received after the project, the cooperator is not required to report those revenues to KDHE, but will continue to utilize the funds to further the objectives of the project and will maintain records indicating such.

D. Unspent Grant Funds - Any unspent grant funds remaining at the end of the project period will be returned to KDHE unless KDHE has approved an extension and possibly a revised PIP.

E. Financial Resources - The recipient will be expected to have available financial resources to allow activity to continue for approximately four months while awaiting payments from KDHE.

F. Audits - Non-Federal entities that *expend* \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year. A copy of the audit report must be submitted to KDHE within 30 days of receipt. If the cooperator must perform an audit for some other purpose not related to this project, the cooperator may submit the specifications of the alternative audit procedures to KDHE to determine if the procedures will satisfy the intents and purposes of audits required for this grant.

Program-specific audit election: When an audited expends Federal awards under only one Federal program (excluding research and development (R&D)) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit of the audited, the audited may elect to have a program-specific audit conducted in accordance with OMB Circular A-133.235. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub recipient, approves in advance a program-specific audit.

Non-Federal entities that expend less than \$500,000 a year in Federal awards are exempt from Federal audit requirements for that year but records must be available for review for three years by appropriate officials of the Federal agency, pass-through entity, General Accounting Office, KDHE, the U. S. Environmental Protection Agency, Kansas Legislative Post Audit, or other individuals or organizations authorized by the Kansas Department of Health and Environment.

1. For additional information on OMB Circular A-133 visit:

[http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133\\_revised\\_2007.pdf](http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf)

[https://www.whitehouse.gov/omb/circulars/a133\\_compliance\\_supplement\\_2014](https://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2014)

2. Special audit requirements for projects sponsored by County Conservation Districts. The County Conservation District shall comply with the audit requirements established by the State Conservation Commission as contained in the Kansas Conservation District Handbook and other publications that may be issued by the State Conservation Commission.

G. Follow applicable OMB cost principles. Costs charged to the grant must be reasonable and allowable costs. Follow federal cost principles applicable to the type of organization (governments, Federal OMB circular A-87 A-122, A-21). Cooperators may not incur costs before the effective date of the Grant Agreement. Circulars are at [https://www.whitehouse.gov/omb/circulars\\_default](https://www.whitehouse.gov/omb/circulars_default).

## VII. Records

A. Records Retention - The cooperator will retain financial and programmatic records, supporting documents, and statistical records for three years from the latter of: (1) the date the project completion report is submitted, or (2) the date of any final resolution of any issues arising from litigation, claims, negotiation, audit, or other action involving the project.

B. Access to Records - The cooperator will afford access, upon written request, to representatives of the Secretary of Health and Environment or Kansas Division of Legislative Post Audit to any cooperator's documents and other records necessary to verify compliance with state agency grant award agreements, Kansas or Federal statutes, and Federal Grant regulations.

## VIII. Miscellaneous Conditions

A. Acknowledgements - Reports and documents developed as part of a project funded by a 319 assistance agreement shall contain the following statement:

"This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement (number) to (recipient). The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

B. Project Signs for Demonstration Projects - Signage developed as part of a project funded by a 319 assistance agreement shall contain the EPA logo. A graphic file of the EPA Logo and specifications on its use will be provided by US EPA for use by the grantee. If the physical design of the sign allows, it should also include the following text:

"This project has been funded through the Section 319 of the Clean Water Act" or "This cooperative project has been funded in part through the Section 319 of the Clean Water Act"

C. Announcements through the web or print materials for Workshop, conference, demonstration days or other events as part of a project funded by a 319 assistance agreement shall contain the EPA logo. A graphic file of the EPA Logo and specifications on its use will be provided by US EPA for use by the grantee. If the physical design of the announcement allows, it should also include:

"This project/event has been funded through the Section 319 of the Clean Water Act" or "This cooperative project/event has been funded in part through the Section 319 of the Clean Water Act"

#### IX. EPA Administrative & Programmatic Conditions for 319 Funded Projects

##### A. General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at:

[http://www.epa.gov/ogd/tc/general\\_tc\\_applicable\\_aa\\_recipients\\_dec\\_26\\_2014.pdf](http://www.epa.gov/ogd/tc/general_tc_applicable_aa_recipients_dec_26_2014.pdf).

These terms and conditions are in addition to the assurances and certifications made as part of the award and the terms, conditions or restrictions cited below.

The EPA repository for the general terms and conditions can be found at:

<http://www.epa.gov/ogd/tc.htm>.

##### **B. Disadvantaged Business Enterprise**

##### **UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MBE/WBE)**

###### 1. GENERAL COMPLIANCE, 40 CFR, Part 33

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33.

###### 2. FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

In accordance with 40 CFR, Section 33.411 some recipients may be exempt from the fair share objectives requirements described in 40 CFR, Part 33, Subpart D. Recipients should work with their DBE coordinator, if they think their organization may qualify for an exemption.

- a. Current Fair Share Objective/Goal - The dollar amount of this assistance agreement or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA is \$250,000, or more.
- b. Negotiating Fair Share Objectives/Goals - In accordance with 40 CFR, Part 33, Subpart D, established goals/objectives remain in effect for three fiscal years unless there are significant changes to the data supporting the fair share objectives. The recipient is required to follow requirements as outlined in 40 CFR Part 33, Subpart D when renegotiating the fair share objectives/goals.

3. SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business



Development Agency of the Department of Commerce.

- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

4. CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

5. BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

## Non-Point Source Pollution Control Practice Landowner Maintenance Requirements

This contract is entered into between the [*Sponsor Organization*] and the undersigned landowner(s) on site [*Legal Property Description*]. By signing below, the landowner understands and agrees that upon his/her signature this contract will become effective. The landowner agrees, as soon as practicable after his/her signature, to implement the contract and provide certification of completion (i.e. invoices and/or receipts) to the [*Sponsor Organization*]. Furthermore, the undersigned landowner agrees to the terms set forth herein to include:

1. I understand that as a condition of receiving financial assistance, I have not begun construction or installation of this practice prior to the grant start date as stated in the agreement between the Kansas Department of Health & Environment and the Sponsoring Organization.
2. All program participants receiving payments for structural or management practices are required to follow NRCS Standards and Specifications or other standards and specifications accepted by the Kansas Department of Health and Environment. The contents and terms stated in adopted practices shall be considered part of this agreement and shall be carried out by the landowner as a condition of receiving payment.
3. As a condition of accepting financial assistance, I agree to maintain the practice according commonly accepted standards with a minimum of 10 years. Destruction of a practice(s) by an act beyond the control of the landowner is exempt from this provision. I also agree to permit access to land where the practice was applied for the [*Sponsoring Organization*] to inspect maintenance of the conservation practice(s) and for public information and education purposes.
4. Should I fail to maintain the practice according to approved Standards and Specifications, it is understood that I will be required to repay funds received.
5. The project shall be completed no later than the grant end date as stated in the agreement between the Kansas Department of Health & Environment and the Sponsoring Organization (unless a previous date is negotiated between the Sponsoring Organization and the undersigned landowner).
6. All Livestock Waste Systems shall comply with all applicable regulations of the Kansas Department of Health and Environment, Bureau of Water, Livestock Waste Management Section (<http://www.kdheks.gov/feedlots/index.html>). All Livestock Waste Systems which require site relocation, shall follow reclamation policies

adopted by the State Conservation Commission prior to payment of cost-share assistance. All Livestock Waste System relocation policies shall be considered part of this agreement and shall be carried out by the applicant as a condition of receiving funding assistance. Failure to implement all the requirements of the relocation policies may require repayment of funds received. The owner of the livestock facility is responsible for proper operation and maintenance and, if needed, modification of the facility or other actions to assure continuous satisfactory operation at landowner expense.

7. A landowner will not be reimbursed more than 100% of the landowner actual cost for a project.
8. When a change of ownership occurs on land, it is the responsibility of the original landowner to obtain, in writing, a contract with the new owner to transfer the maintenance obligations as stated in this contract to the new landowner. A copy of the transferred contract shall be provided to the [*Sponsor Organization*]. If such a contract is not made, this contract shall remain binding with the original landowner who received the financial assistance.

Landowner signature/date: \_\_\_\_\_

## SAMPLE DOCUMENT

**CONTRACTUAL PROVISIONS ATTACHMENT**

**Important:** This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.  
  
Contractor agrees to comply with all applicable state and federal anti-discrimination laws.  
  
The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

Initials \_\_\_\_\_

2015-W061 Lower Arkansas  
SFY16 Yr3

Kansas Department of Health and Environment  
**Nonpoint Source Financial Assistance Agreement**

Project number: 2015-W061

Project Title: Lower Ark (River City) WRAPS Implementation SFY16 Yr3

Cooperator: City of Wichita  
455 N Main St FL 12

Wichita KS 67202-1623

FEIN: 486000653

Cooperator Contact: Jim Hardesty

Phone: 316-268-8317

E-mail: jhardesty@wichita.gov

Grant Amount: \$20,000

U.S. EPA FFY State Fiscal Year  
2015 2016

Matching Contribution: \$13,333

Advance Payment: \$10,000

Grant No. Project ID  
C9007405 22 264INC15

Reserve Amount: \$2,000

Grant Period: 10/1 /2015 to 3 /31/2017

Project Officer Scott Satterthwaite /KDHE

Phone: 785-296-5573

Subject to the attached grant conditions, the Kansas Department of Health and Environment herewith grants to the cooperator the amount of \$20,000 for the purposes of performing the project described in the project implementation plan found on Attachment 1.

Special Conditions:

The undersigned hereby is duly authorized to accept this grant offer and agrees to comply with the terms and conditions (Attachment 2) set out by this agreement. This grant offer is effective upon signature of the Secretary, Kansas Department of Health and Environment.

Jeff Longwell Date  
Mayor  
City of Wichita

Susan Mosier, M.D. Date  
Secretary Kansas  
Department of Health and Environment

APPROVAL AS TO FORM: 332

Jim Hardesty  
Director of Lower

## **Kansas Clean Water Grant Application**

Print Date: 5/20/2015 Grant Type: WRAPS  
Grant Status: Active Funding Years: 3  
Grant ID: 806  
Grant Title: KS WRAPS - Lower Arkansas (RiverCity) WRAPS Implementation SFY16 Yr3

### **Grant Core Information**

#### **Project Information**

Sponsor Taxpayer ID (FEIN): 486000653 FEIN Suffix: 1  
Name: CITY OF WICHITA  
Address: 455 N MAIN ST FL 12  
Unit:  
PO Box:  
City, State Zip: WICHITA, KS 67202-1623-0

#### **Project Contact Person:**

Name: Jim Hardesty  
Phone: 316-268-8317 extension:  
Address:  
Unit:  
P.O. Box:  
City, State, Zip: , KS  
Email: jhardesty@wichita.gov

#### **Project History:**

Please describe any past WRAPS grants, grant accomplishments and load reductions achieved.

Our project has just finished the Assessment and Planning Phase with an approved 9 Element Plan. Project #2008-W001, Grant ID # 516.

#### **Project Scope**

HUC Type: 12 HUC Code(s): 110300130104; 110300130106; 110300130103; 110300130101; 110300130105;  
110300130102;

River Basin(s): Lower Arkansas;

Watershed: Dry Creek-Cowskin Creek; Wichita VC Floodway-Arkansas River; Cadillac Lake-Cowskin Creek; Gypsum Creek;  
Wichita Floodway; Headwaters Cowskin Creek;

Kansas Counties: No counties found;

Grant Type: WRAPS

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## Demonstration Projects

WRAPS projects may request financial resources to implement Demonstration Projects. To qualify for financial assistance, the project must meet either the first or second guideline.

1. The project will demonstrate a new or innovative water quality protection measure or enhance an established water quality protection measure.

\* Measures shall be implemented in a high priority area (identified in a watershed assessment, if available) and will help achieve water quality and pollutant load reduction goals for the watershed.

\* Measures shall be implemented in accordance with standards or procedures developed by a recognized authority with expertise in the subject matter (e.g. KSU Research and Extension, conservation district, professional engineer) and reviewed by KDHE.

\* An evaluation component shall be included to evaluate the effectiveness of the measure being implemented.

\* An information and education component shall be included to inform other stakeholders of the measure and its water quality benefits.

2. The project will demonstrate an established water quality protection practice

\* Practice shall be implemented in accordance with accepted standards and specifications of a state or federal agency when applicable. If no state or federal standard is available, other competent sources may be considered (e.g. urban BMP manuals).

\* Practice shall be implemented in a high priority area (identified in a watershed assessment, if available) and will help achieve water quality and pollutant load reduction goals for the watershed.

\* Other federal, state or local funding sources have been explored and are not available for implementation of the practice or other sources are being leveraged to implement the practice.

\* An information and education component will be included to inform other stakeholders of the practice and its water quality benefits. An assessment of the effectiveness of the outreach efforts utilized shall be included.

Pollutant	Fecal Coliform Bacteria	UOM:	Each
Source	Municipal/urban areas		

LoadRedGoalText

There is no load reduction calculation for this pollutant

PracticeText

Information and education

Pollutant	Trash/litter/floatables
-----------	-------------------------

UOM: Each

Source	Municipal/urban areas
--------	-----------------------

LoadRedGoalText

There is no load reduction calculation for this pollutant

PracticeText

Information and education

Pollutant	Trash/litter/floatables
-----------	-------------------------

UOM:

Source	Riparian corridors
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LoadRedGoalText

There is no load reduction calculation for this pollutant

PracticeText

Information and education

Expected Completion Date: 10/01/2014

What are the demonstration project installation milestones:

Installation milestones will be determined by the amount of funding during Year 1.

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Describe the following:

1. How the practice location will be determined.
2. How the practice will be shared with other watershed stakeholders.
3. What additional federal, state or local resources will be leveraged for practice implementation.

- 1) Areas targeted by the 9 Element Plan as listed in the Project Scope
- 2) SLT meeting, website, brochures, media, tours
- 3) The City of Wichita

How will success of the Demonstration Project be determined?

Number of projects completed  
Public participation at events  
Website hits  
Number of brochures given out  
Number of residents installing BMP's

What standards and/or specifications will be used to insure practice success?

Rain gardens- designed in the Wichita/Sedgwick County Stormwater Manual  
Buffers- NRCS and Wichita/Sedgwick County Stormwater Manual  
Bank stabilization- NRCS, Kansas State University Research and Extension Guidance, KDWP&T  
Website tracking- Google Analytics

## Grant Management

When is the anticipated start date for this project? 10/01/2015

When will the project goals and objectives be achieved and a final project report be submitted to kdhe?

03/31/2017

How often is it necessary to report project milestones and budget reimbursements to kdhe (subject to approval by KDHE)?

BiAnnually

Please understand whatever is selected will be how often you may request additional financial resources.

What is the requested advance payment if the grant is approved?

50%

Signature authority contact information

Name: *JEFF LONGWELL*

Title: Mayor

Phone: 316-268-4545

ext:

Email: cbrewer@wichita.gov



## Budget

Category	Grant Total	Match	Project Total
Personnel	\$0.00	\$2,333.33	\$2,333.33
Fringe benefits	\$0.00	\$0.00	\$0.00
Travel	\$456.00	\$0.00	\$456.00
Equipment purchases	\$0.00	\$0.00	\$0.00
Supplies	\$3,040.00	\$9,000.00	\$12,040.00
Contractual Services	\$16,504.00	\$0.00	\$16,504.00
Other	\$0.00	\$2,000.00	\$2,000.00
Indirect costs	\$0.00	\$0.00	\$0.00
(not to exceed 10% of the granttotal)			
Column totals	\$20,000.00	\$13,333.33	\$33,333.33
Required contribution: 40% or	\$13,333.33		
Actual contribution	\$13,333.33		

## Budget Details

### Personnel match total

\$400 SLT member/volunteer time  
 \$1333.33 Volunteer website, Facebook, and IT coordination and maintenance  
 \$400 Riverbank restoration volunteer labor  
 \$200 Project Coordinator time for administration and recordkeeping

### Travel grant total

\$456 mileage for SLT to attend, as yet unscheduled, state and local meetings

### Supplies grant total

\$1840 Printing costs for informational/educational brochures  
 \$200 Office materials  
 \$200 Meeting supplies  
 \$200 Supplies to support EarthDay  
 \$350 Plants & seeds material for visual display practices  
 \$250 River Day trash clean up events  
 \$3040- Total

### Supplies match total

\$9,000 Installation of BMP(s) as designed by Consultant, includes labor and equipment usage for BMP installation. Also includes supplies for Lights on The River event with pending approval by Project Officer prior to the event.

### Contractual services grant total

\$16,504 Contractuals for BMP design, BMP Coordination, and production of Project Completion Report

Other match total

\$2000 City facility rental and IT data services

## Project Team Members

Name: Becky Lewis  
Email: rlewis@wichita.gov  
Phone: 316-268-8351  
Role: Secretary  
Affiliation: City of Wichita

Name: Brian Nelson  
Email: bnelson0625@gmail.com  
Phone: 316-268-8351  
Role: Chair  
Affiliation: Volunteer

Name: Gregg Armstrong  
Email: garmstrong@gsinetwork.com  
Phone: 316-268-8351  
Role: Participant  
Affiliation: Volunteer

Name: Jim Hardesty  
Email: jhardesty@wichita.gov  
Phone: 316-268-8317  
Role: Coordinator  
Affiliation: City of Wichita

Name: Richard Basore  
Email: rbashore@kdheks.gov  
Phone: 316-337-6014  
Role: Participant  
Affiliation: Citizen

Name: Sarah Goertz  
Email: sarah\_goertz@hawkerbeechcraft.com  
Phone: 316-268-8351

Role: Participant  
Affiliation: Volunteer

Name: Scott Satterthwaite  
Email: ssatterthwaite@kdheks.gov  
Phone: 785-296-5573  
Role: Project Officer  
Affiliation: Citizen

## WRAPS Grant Implementation Information

### Goals, Objectives and Methods Detail

Number of Funding Years: 3

#### Watershed Goal #1 for Funding Year 1

Implement urban BMPs to protect Gypsum Creek as documented in Year 1 of the Lower Arkansas-River City WRAPS 9 Element Plan (SFY14).

### Objectives and Methods

#### Project Objective 1

Implement Urban BMPs as documented in Year 1 of the Lower Arkansas-River City WRAPS 9 Element Plan (SFY14).

#### Project Methods 1

As documented in Year 1 of the Lower Arkansas-River City WRAPS 9 Element Plan (SFY14):

Information and Education- WRAPS funded

Implement information and education in Edgemoor Park neighborhood- WRAPS funded

Rain Gardens and Bio-retention - Downspout disconnection/ Rain Garden on City property  
non-WRAPS funded

Install 1/2 mile stream bank buffer at Edgemoor Park, or other BMP/location as selected by Consultant- non WRAPS  
funded

Selection and design of additional BMP(s) by Consultant- WRAPS funded

#### Project Pollutant Load Reduction Goal 1

Gypsum Creek is not impaired however, the SLT wanted to include it in the 9 element plan as it is implicated in the Lower Ark TMDL.

#### Project Objective 2

Lights On The River Event

#### Project Methods 2

Participants pay an entry fee to float their decorated boats on the river. A festival is held downtown near there. Attendees vote on their favorite boats. There will be pollution reduction/awareness questionnaires, displays etc., on WRAPS and water

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quality awareness.

If necessary, form official partnership with W.I.R.E. a local stakeholder group planning for health and environment of local citizenry.

#### Project Pollutant Load Reduction Goal 2

#### Watershed Goal #2 for Funding Year 1

Improve water quality in Cowskin Creek by reducing phosphorus, nitrogen, sediment and bacteria as documented in Year 1 of the Lower Arkansas-River City WRAPS 9 Element Plan (SFY14).

#### Objectives and Methods

##### Project Objective 1

Reduce phosphorus in Cowskin Creek as documented in Year 1 of the Lower Arkansas-River City WRAPS 9 Element Plan (SFY14).

##### Project Methods 1

As documented in Year1 of the Lower Arkansas-River City WRAPS 9 Element Plan on page 40(SFY14):

Install 15 foot native grass buffer, 1/2 mile long, to filter runoff, protect banks, deter geese, no mowing, woody vegetation removal if needed. Non-WRAPS Funded.

Develop the Blue Water Neighborhood Program (Still in design stage) will include efforts to promote and facilitate the completion downspout disconnection, lawn care and yard waste management, rain barrels and gardens. WRAPS funded

#### Project Pollutant Load Reduction Goal 1

As documented in Year1 of the Lower Arkansas-River City WRAPS 9 Element Plan on pages 44-47(SFY14):

Total phosphorus- 1,797 Lbs.

Total Nitrogen-14,566 Lbs.

TSS- 27 tons

No load reduction for bacteria. Will use the bacteria index in the Plan.

#### Watershed Goal #1 for Funding Year 2

Improve water quality in Gypsum Creek by implementing urban BMPs to protect Gypsum Creek as documented in Year 2 of the Lower Arkansas-River City WRAPS 9 Element Plan (SFY15).

#### Objectives and Methods

##### Project Objective 1

Implement urban BMPs as documented in Year 2 of the Lower Arkansas-River City WRAPS 9 Element Plan (SFY15).

##### Project Methods 1

Install 1/2 mile stream bank buffer at Edgemoor Park, or other BMP/location as selected by Consultant- non WRAPS funded

2 acres permanent revegetation- non WRAPS funded

Additional stream and riparian analysis by Consultant- WRAPS funded

Selection and design of additional BMP(s) by Consultant- WRAPS funded

#### Project Pollutant Load Reduction Goal 1

Gypsum Creek is not impaired however, the SLT wanted to include it in the 9 element plan as it is implicated in the Lower Ark TMDL.

#### Project Objective 2

Facilitate the Lights on the River Event.

#### Project Methods 2

Participants pay an entry fee to float their decorated boats on the river. A festival is held downtown near there. Attendees vote on their favorite boats. There will be pollution reduction/awareness questionnaires, displays etc. on WRAPS and water quality awareness at the Lights On The River event

If necessary, form official partnership with W.I.R.E. a local stakeholder group planning for health and environment of local citizenry.

#### Watershed Goal #2 for Funding Year 2

Improve water quality in Cowskin Creek by reducing phosphorus, nitrogen, sediment and bacteria as documented in Year 2 of the Lower Arkansas-River City WRAPS 9 Element Plan (SFY15).

#### Objectives and Methods

##### Project Objective 1

Reduce phosphorus in Cowskin Creek as documented in Year 2 of the Lower Arkansas-River City WRAPS 9 Element Plan (SFY15).

##### Project Methods 1

As documented in Year2 of the Lower Arkansas-River City WRAPS 9 Element Plan on page 40 (SFY15):

Install 15 foot native grass buffer, 1/2 mile long, to filter runoff, protect banks, deter geese, no mowing, woody vegetation removal if needed. Non-WRAPS Funded.

Implement the Blue Water Neighborhood Program will include efforts to promote and facilitate the completion downspout disconnection, lawn care and yard waste management, rain barrels and gardens. WRAPS funded

Bioretention on City property in Blue Water Neighborhood Non-WRAPS funded

##### Project Pollutant Load Reduction Goal 1

As documented in Year2 of the Lower Arkansas-River City WRAPS 9 Element Plan on pages 44-47 (SFY15):

Total Nitrogen- 18,842 Lbs.

Total Phosphours- 2,192 Lbs.

TSS- 55 Tons

#### Watershed Goal #1 for Funding Year 3

Improve water quality in Gypsum Creek by implementing urban BMPs to protect Gypsum Creek as documented in Year 3 of the Lower Arkansas-River City WRAPS 9 Element Plan (SFY16).

## Objectives and Methods

### Project Objective 1

Facilitate the implementation of BMPs through information and education, demonstration and installation.

### Project Methods 1

As documented in Year 3 of the Lower Arkansas-River City WRAPS 9 Element Plan (SFY16).

Install stream buffers in Gypsum Creek watershed- non WRAPS funded

Implement information and education in Gypsum Creek watershed- WRAPS funded

Riparian analysis by Consultant- WRAPS funded

### Project Pollutant Load Reduction Goal 1

Gypsum Creek is not impaired, however, it is a focus of the City and SLT and is implicated in the broader Lower Ark TMDLS.

### Project Objective 2

Lights On The River Event

### Project Methods 2

Participants pay an entry fee to float their decorated boats on the river. A festival is held downtown near there. Attendees vote on their favorite boats. There will be pollution reduction/awareness questionnaires, displays etc. on WRAPS and water quality awareness.

### Remaining Objective(s)

### Watershed Goal #2 for Funding Year 3

Improve water quality in Cowskin Creek by reducing phosphorus, nitrogen, sediment and bacteria as documented in Year 3 of the Lower Arkansas-River City WRAPS 9 Element Plan (SFY16).

## Objectives and Methods

### Project Objective 1

Implement Urban BMPs as documented in Year 3 of the Lower Arkansas-River City WRAPS 9 Element Plan (SFY16).

### Project Methods 1

As documented in Year 2 of the Lower Arkansas-River City WRAPS 9 Element Plan on page 40 (SFY15):

Install 15 foot native grass buffer, 1/2 mile long, to filter runoff, protect banks, deter geese, no mowing, woody vegetation removal if needed. Non-WRAPS Funded.

Implement the Blue Water Neighborhood Program will include efforts to promote and facilitate the completion of downspout disconnection, lawn care and yard waste management, rain barrels and gardens. WRAPS funded

### Project Pollutant Load Reduction Goal 1

As documented in Year2 of the Lower Arkansas-River City WRAPS 9 Element Plan on pages 44-47 (SFY15):

Total Nitrogen- 19,128 Lbs.

Total Phosphours- 2,587 Lbs.

TSS- 82 Tons

## Implementation Project Scope

Targeted areas from the 9 Element plan and watersheds as listed in Project Scope

### Watershed Description

Please describe how this watershed has been assessed including other assessment activities by other organizations, agencies or entities.

Local landowners  
Region 5 Watershed Management model  
TMDL/Monitoring data

Please identify the TMDLs addressed by this project. For more information on what TMDL's are set for your watershed please visit: <http://www.kdheks.gov/tmdl/>

Bacteria (High)- Cowskin-Directly  
Bacteria (High)- Ark River-Indirectly  
Aquatic Life (High)- Cowskin Creek

Please identify the water bodies used for drinking water supply that will be restored or protected by this project.

Arkansas River and selected tributaries will be improved, not any 'bodies of water'.

### Watershed Plan Evaluation

As the watershed plan is implemented, how will progress be measured toward meeting the watershed goals? What are the criteria in which the goals will be measured?

KDHE continues to monitor water quality in the River City WRAPS watershed by maintaining the monitoring stations located within the watershed. Section 9.3 of the 9 Element Plan shows a map locating the monitoring stations within the River City WRAPS watershed. The map is color-coded to indicate subwatersheds that have been targeted for BMP installation and water quality monitoring by this plan. The permanent monitoring sites are continuously monitored for nutrients, E. coli, chemicals, turbidity, alkalinity, dissolved oxygen, pH, ammonia, and metals. Indicators tested for each site may vary depending on the season at collection time and other factors.

Progress will be measured by comparing water quality data with established TMDL's to evaluate the effectiveness of BMP's installed as a part of the implementation phase. Due to the limited scope of pilot project BMP's, other water quality indicators may be utilized by the SLT to evaluate the effectiveness of the various BMP's relative to localized water quality improvement. These indicators may include monitoring of the occurrence of algal blooms in streams, increase or decrease in number of water quality complaints received by the City of Wichita or KDHE, and trends of quantity and quality of fishing in streams or other recreational use of streams.

Supplemental water quality monitoring during years 1-5 will be conducted by volunteers recruited by the SLT using relatively simple and inexpensive field test methods for flow, TP, TN, and TSS. Because of the methods and equipment required, field sampling for bacteria is not recommended. The SLT will seek partnerships with the City of Wichita and/or local colleges in an effort to arrange periodic bacterial analysis of water samples collected by volunteer sampling crews.

Information and Education activities funded through the RiverCity WRAPS will include a program evaluation component designed to assess program effectiveness. Evaluation methods will include estimated outcomes relative to behavior changes, BMP adoption rates resulting from information and education activities. Service providers will be required to submit written evaluations of their activities summarizing participation rates, demonstrating successful delivery of learning objectives and progress.

Please describe the evaluation process for your watershed project.

Monitoring data from KDHE will be used to determine water quality progress, track water quality milestones, and to determine the effectiveness of the BMP implementation outlined in the plan. The schedule for review for the monitoring data will be tied to the water quality milestones that have been developed for each watershed, as well as the frequency of the KDHE sampling data.

Information and Education activities will be evaluated through various means including measurement of public participation at sponsored events, monitoring of website hits, number of brochures distributed, number of residents installing BMP's, and neighborhood participation in water quality initiatives.

When is the next scheduled watershed plan update? How will the plan be updated?

2018. The SLT will evaluate implementation results during years 1 through 5 to determine which strategies have provided the greatest benefit, and which are most cost-effective. During this phase of the program, the SLT will also monitor lessons learned by other regional WRAPS groups, updated research on BMP effectiveness and cost, and emerging I&E strategies. The Nine Critical Element Plan will be updated based on these findings.

How will progress be reported to financial assistance providers and to the Stakeholder Leadership Team?

Progress will be reported to the financial assistance providers as data warrant, and will be in the form of the required bi-annual progress reports. The SLT will be updated as data warrant, and will be a part of the data evaluation process.

## Demonstration Projects

WRAPS projects may request financial resources to implement Demonstration Projects. To qualify for financial assistance, the project must meet either the first or second guideline.

1. The project will demonstrate a new or innovative water quality protection measure or enhance an established water quality protection measure.

- \* Measures shall be implemented in a high priority area (identified in a watershed assessment, if available) and will help achieve water quality and pollutant load reduction goals for the watershed.

- \* Measures shall be implemented in accordance with standards or procedures developed by a recognized authority with expertise in the subject matter (e.g. KSU Research and Extension, conservation district, professional engineer) and reviewed by KDHE.

- \* An evaluation component shall be included to evaluate the effectiveness of the measure being implemented.

- \* An information and education component shall be included to inform other stakeholders of the measure and its water quality benefits.

2. The project will demonstrate an established water quality protection practice

- \* Practice shall be implemented in accordance with accepted standards and specifications of a state or federal agency when applicable. If no state or federal standard is available, other competent sources may be considered (e.g. urban BMP manuals).

- \* Practice shall be implemented in a high priority area (identified in a watershed assessment, if available) and will help achieve water quality and pollutant load reduction goals for the watershed.

- \* Other federal, state or local funding sources have been explored and are not available for implementation of the practice or other sources are being leveraged to implement the practice.

- \* An information and education component will be included to inform other stakeholders of the practice and its water quality benefits. An assessment of the effectiveness of the outreach efforts utilized shall be included.

Demonstration Projects for Funding Year 1

Source: Fecal Coliform Bacteria

UOM: Each

Load Reduction Goal

There is no load reduction calculation for this pollutant.

Practice

Information and education

Source: Trash/litter/floatables

UOM: Each

Load Reduction Goal

There is no load reduction calculation for this pollutant.



Practice

Information and education

Source: Trash/litter/floatables

UOM:

Load Reduction Goal

There is no load reduction calculation for this pollutant.

Practice

Information and education

Expected Completion Date: 10/01/2014

What are the demonstration project installation milestones:

Installation milestones will be determined by the amount of funding in Year 1.

Describe the following:

1. How the practice location will be determined.
2. How the practice will be shared with other watershed stakeholders.
3. What additional federal, state or local resources will be leveraged for practice implementation.

- 1) Areas target by the 9 Element Plan as listed in the Project Scope
- 2) SLT meeting, website, brochures, media, tours
- 3) The City of Wichita

How will success of the Demonstration Project be determined?

Number of projects completed  
Public participation at events  
Website hits  
Number of brochures given out  
Number of residents installing BMP's

What standards and/or specifications will be used to insure practice success?

Rain gardens- designed in the Wichita/Sedgwick County Stormwater Manual  
Buffers- NRCS and the Wichita/Sedgwick County Stormwater Manual  
Bank stabilization- NRCS, Kansas State University Research and Extension Guidance, KDWP&T  
Website tracking- Google Analytics

Demonstration Projects for Funding Year 2

Source: Fecal Coliform Bacteria

UOM: Each

Load Reduction Goal

100 lbs. of pet waste

Practice

Information and education

Source: Trash/litter/floatables

UOM:

Load Reduction Goal

100 lbs

Practice

Information and education

Source: Trash/litter/floatables

UOM: Each

Load Reduction Goal

Practice

Expected Completion Date: 10/01/2015

What are the demonstration project installation milestones:

Installation milestones will be determined by the amount of funding in Year 2.

Describe the following:

1. How the practice location will be determined.
2. How the practice will be shared with other watershed stakeholders.
3. What additional federal, state or local resources will be leveraged for practice implementation.

- 1) Areas targeted by the 9 Element Plan as listed in the Project Scope
- 2) SLT meeting, website, brochures, media, tours
- 3) The City of Wichita

How will success of the Demonstration Project be determined?

Number of projects completed  
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Number of residents installing BMP's

What standards and/or specifications will be used to insure practice success?

Rain gardens- designed in the Wichita/Sedgwick County Stormwater Manual  
Buffers- NRCS, Kansas State University Research and Extension Guidance, KDWP&T  
Website tracking- Google Analytics

Demonstration Projects for Funding Year 3

Source: Fecal Coliform Bacteria

UOM: Each

Load Reduction Goal

100 lbs of pet waste

Practice

Information and education

Source: Trash/litter/floatables

UOM: Each

Load Reduction Goal

100 lbs

Practice

Information and education

Source: Trash/litter/floatables

UOM:

Load Reduction Goal

100 lbs

Practice

Information and education

Expected Completion Date: 09/30/2016

What are the demonstration project installation milestones:

Installation milestones will be determined by the amount of funding in Year 3.

Describe the following:

1. How the practice location will be determined.
2. How the practice will be shared with other watershed stakeholders.
3. What additional federal, state or local resources will be leveraged for practice implementation.

- 1) Areas targeted by the 9 Element Plan as listed in the Project Scope
- 2) SLT meeting, website, brochures, media, tours
- 3) The City of Wichita

How will success of the Demonstration Project be determined?

Number of projects completed  
Public participation at events  
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What standards and/or specifications will be used to insure practice success?

Rain gardens- designed in the Wichita/Sedgwick County Stormwater Manual  
Buffers- NRCS, Kansas State University Research and Extension Guidance, KDWP&T  
Website tracking- Google Analytics

## Budget for Funding Year 2

Category	Grant Total	Match	Project Total
Personnel	\$ .00	\$2,333.33	2,333.33
Fringe benefits	\$ .00	\$ .00	0.00
Travel	\$456.00	\$ .00	456.00
Equipment purchases	\$ .00	\$ .00	0.00
Supplies	\$3,040.00	\$9,000.00	12,040.00
Contractual Services	\$16,504.00	\$ .00	16,504.00
Other	\$ .00	\$2,000.00	2,000.00
Indirect costs	\$ .00	\$ .00	0.00
(not to exceed 10% of the granttotal)			
Column totals	20,000.00	13,333.33	33,333.33
Required contribution: 40% or	\$13,333.33		
Actual contribution	\$13,333.33		

## Budget Detail for Funding Year 2

### Personnel match total

\$400 SLT member/volunteer time  
 \$1333.33 Volunteer website, Facebook, and IT coordination and maintenance  
 \$400 Riverbank restoration volunteer labor  
 \$200 Project Coordinator time for administration and recordkeeping

### Travel grant total

\$456 mileage for SLT to attend, as yet unscheduled, state and local meetings

### Supplies grant total

\$3040 Total  
 \$1840 Printing costs for informational/educational brochures  
 \$200 Office materials  
 \$200 Meeting supplies  
 \$200 Supplies to support Earth Day  
 \$350 Plants and seeds for visual display practices  
 \$250 River Day trash clean up events  
 \$3040 Total

### Supplies match total

\$9,000 Installation of BMP(s) as designed by Consultant, includes labor and equipment usage for BMP installation. Also includes supplies for Lights On the River event pending approval by Project Officer prior to the event.

### Contractual services grant total

\$16,504 BMP designs, BMP Coordination, and production of Project Completion Report

### Other match total

\$2000 City facility rental and data services

Grant Type: WRAPS

KCW Grant ID number:

806

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## Budget for Funding Year 3

Category	Grant Total	Match	Project Total
Personnel	\$ .00	\$2,333.33	2,333.33
Fringe benefits	\$ .00	\$ .00	0.00
Travel	\$456.00	\$ .00	456.00
Equipment purchases	\$ .00	\$ .00	0.00
Supplies	\$3,040.00	\$9,000.00	12,040.00
Contractual Services	\$16,504.00	\$ .00	16,504.00
Other	\$ .00	\$2,000.00	2,000.00
Indirect costs (not to exceed 10% of the granttotal)	\$ .00	\$ .00	0.00
Column totals	20,000.00	13,333.33	33,333.33
Required contribution: 40% or	\$13,333.33		
Actual contribution	\$13,333.33		

## Budget Detail for Funding Year 3

### Personnel match total

\$400 SLT member/volunteer time  
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### Travel grant total

\$456 Mileage for SLT to attend, as yet unscheduled, state and local meetings

### Supplies grant total

\$1840 Printing costs for informational/educational brochures  
 \$200 Office materials  
 \$200 Meeting supplies  
 \$200 Supplies to support Earth Day  
 \$350 Plants and seeds for visual display materials  
 \$250 River Day trash clean up  
 \$3040 Total

### Supplies match total

\$9,000 Installation of BMP(s) as designed by Consultant, includes labor and equipment usage for BMP installation. Also includes supplies for Lights on The River event pending approval by Project Officer prior to the event.

### Contractual services grant total

\$16,504 Contractuals for BMP design, BMP Coordination, and production of Project Completion Report.

### Other match total

\$2000 City facility rental and IT data services

## Stakeholder Leadership Team Information

Describe the commitment of local stakeholders in support of the project and how this will be demonstrated.

Support has been consistent

Describe the Stakeholder Leadership Team including membership, organizational structure and general operating procedures.

Very diverse

Describe the process for obtaining SLT approval of this proposal.

Discussed at last SLT meeting

## Stakeholder Leadership Team Members

Name: Becky Lewis  
Title: Environmental Compliance  
Phone: 316-268-8351  
Role: Secretary  
Affiliation: Volunteer  
Address:  
1900 E. 9th

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Name: Brian Nelson  
Title: Volunteer  
Phone: 316-268-8351  
Role: Chair  
Affiliation: Volunteer  
Address:

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Name: Gregg Armstrong  
Title: Volunteer  
Phone: 316-425-5139  
Role: Volunteer  
Affiliation: Volunteer  
Address:

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Name: Hoyt Hillman  
Title: Volunteer

Phone: 316-268-8351  
Role: Volunteer  
Affiliation: Volunteer  
Address:

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Name: Jim Hardesty  
Title: Stormwater Specialist  
Phone: 316-268-8317  
Role: Coordinator  
Affiliation: City of Wichita  
Address:  
455 N. Main

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Name: Richard Basore  
Title:  
Phone: 316-337-6014  
Role: Participant  
Affiliation: Citizen  
Address:

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Name: Sarah Gertz  
Title: Volunteer  
Phone: 316-268-8351  
Role: Vice Chair  
Affiliation: Volunteer  
Address:

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Name: JIM HARDESTY  
Title: INTERIM DIVISION MANAGER  
Phone: 316-268-8317  
Role: Participant  
Affiliation: City of Wichita  
Address:

Name: Scott Satterthwaite

Title: Project Officer

Phone: 785-296-5573

Role: Project Officer

Affiliation: Citizen

Address:

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**City of Wichita  
City Council Meeting  
October 6, 2015**

**TO:** Mayor and City Council

**SUBJECT:** Change Order No. 4 for K-96 and Hoover Interchange (Districts V and VI)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

**Recommendation:** Approve Change Order No. 4.

**Background:** On March 3, 2015, the City Council approved a contract for \$2,398,648 with Cornejo & Sons, LLC for construction of the K-96 and Hoover Interchange. On June 2, 2015, the City Council approved increasing the change order limit to 8% of the contract, or \$191,892. The following change orders have been processed to date:

Number	Date	Provided	Cost
Original	March 3, 2015	Original construction contract	\$2,398,648
No. 1	March 18, 2015	Cleared the right-of-way line along 37 <sup>th</sup> Street and along Hoover road to accommodate a new fence. Portions of existing fence were within the project construction limits and were removed with the project.	\$15,748
No. 2	May 19, 2015	Removed chain link access control fence for Brooks Landfill and future Crystal Prairie Park along the westbound exit ramp and replaced with the Kansas Department of Health and Environment approved chain link fence.	\$48,750
No. 3	July 7, 2015	Replaced chain link access control fence and entrance on 37 <sup>th</sup> Street North to secure the adjacent property from trespassing.	\$28,270
Total change orders to date			\$92,768
Contract total to date			\$2,491,416

**Analysis:** Ongoing site development and drainage design of the adjacent platted development has changed since bidding, requiring modifications to the K-96 drainage plan, including a drainage ditch being added along 37<sup>th</sup> Street. Additional structures, pipe, and grading work are necessary with the modified plan.

Additionally, the Kansas Department of Transportation completed pavement rehabilitation work on K-96 after project letting. As a result, grading, additional crushed rock base, thickened edge concrete and saw cuts are needed to match new pavement elevations along K-96.

**Financial Consideration:** The cost of the proposed change order is \$194,768, which brings the total contract amount to \$2,686,184. Funding is available within the existing budget of \$6,900,000, which was approved by the City Council on February 3, 2015, and is funded by general obligation at-large bonds and local sales tax funds.

**Legal Considerations:** The Law Department has reviewed and approved Change Order No. 4 as to form.

**Recommendation/Action:** It is recommended that the City Council approve Change Order No. 4 and authorize the necessary signatures.

**Attachment:** Change Order No. 4.



PUBLIC WORKS-ENGINEERING

September 1, 2015  
**CHANGE ORDER**

To: Cornejo & Sons, LLC.  
Change Order No.: 4  
Purchase Order No.: PO540193  
CHARGE TO OCA No.: 706999

Project: K-96 & Hoover Interchange  
Project No.: 472-84780  
OCA No.: 706999/636310  
PPN: 209464/774079

**CHANGE ORDER TOTAL: \$194,767.75**

Work for this Change Order cannot be completed until approved by all. Contractor should expect approximately 6 weeks for approval.

Please perform the following extra work at a cost not to exceed **\$129,695.00**

**Additional Work:** Grading, excavation, compacted fill, storm sewer structures and pipe

**Reason for Additional Work:** Ongoing site development and drainage design of the adjacent platted development has changed since bidding thus requiring modifications to the K-96 drainage plan. Additional structures, pipe, and grading work are necessary with the modified plan.

Line #	KDOT #	Item	Negotiated/		Unit Price	Extension
			Bid	Qty		
04		Site Restoration	Negot'd	1 LS	\$3,500.00	\$3,500.00
07		Excavation	Bid	5,800 CY	\$3.75	\$21,750.00
08		Excavation, Borrow (Contractor Furnished)	Bid	9,900 CY	\$6.25	\$61,875.00
22		Compaction of Earthwork (Type A) (MR-0-5)	Bid	9,900 CY	\$0.50	\$4,950.00
27		Pipe, Cross Road 18" (RCP)	Bid	120 lf	\$38.00	\$4,560.00
32		Pipe, RCP 18" End Section	Bid	4 ea	\$750.00	\$3,000.00
97		Inlet MH Special	Negot'd	1 ea	\$7,500.00	\$7,500.00
98		Adj. Existing End Section	Negot'd	3 ea	\$1,500.00	\$4,500.00
99		Pumping (6" Pump)	Negot'd	117 hrs	\$140.00	\$16,380.00
100		Pump Setup and Removal	Negot'd	1 ea	\$1,680.00	\$1,680.00

Please perform the following extra work at a cost not to exceed **\$63,422.75**

**Additional Work:** Grading, crushed rock base, thickened edge concrete, and saw cuts to match existing pavement edge along K-96.

**Reason for Additional Work:** Kansas Department of Transportation (KDOT) placed an asphalt overlay on eastbound and westbound K-96 after completion of the preliminary survey for this project. The asphalt overlay raised the original pavement elevation an average of five inches, with some areas raised as high as 11 inches. The proposed ramp elevations must be modified to match the current pavement elevations of K-96. This requires additional embankment fill, crushed rock base, and a thickened concrete edge where proposed concrete pavement cannot dowel into the asphalt overlay. Additional saw cuts are necessary due to the extra pavement thickness and to find the concrete joint under the asphalt overlay.

Line #	KDOT #	Item	Negotiated/		Unit Price	Extension
			Bid	Qty		
04		Site Restoration	Negot'd	1 LS	\$14,500.00	\$14,500.00
08		Excavation, Borrow (Contractor Furnished)	Bid	800 CY	\$6.25	\$5,000.00

16	Crushed Rock Base 6", Reinforced	Bid	2,046 sy	\$6.50	\$13,299.00
21	Compaction of Earthwork (Type AA) (MR-0-5)	Bid	295 CY	\$0.75	\$221.25
22	Compaction of Earthwork (Type A) (MR-0-5)	Bid	505 CY	\$0.50	\$252.50
101	Additional Sawcut	Negot'd	3,000 lf	\$5.50	\$16,500.00
102	Thickened Edge Conc.	Negot'd	1 LS	\$13,650.00	\$13,650.00

Please perform the following extra work at a cost not to exceed **\$1,650.00**

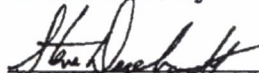
**Additional Work:** Add a drainage ditch along 37th.

**Reason for Additional Work:** Ongoing site development and drainage design of the adjacent platted development has been finalized. A ditch will be graded to drain storm water runoff along 37<sup>th</sup> St. into a proposed detention pond within the development.

Line #	KDOT #	Item	Negotiated/ Bid	Qty	Unit Price	Extension
103		V-Ditch to ROW	Negot'd	1 LS	\$1,650.00	\$1,650.00


CIP Budget Amount:	\$6,900,000.00 (706999)	Original Contract Amt.:	\$2,398,647.83
	\$ 20,000.00 (636310)		
Consultant: PEC		Current CO Amt.:	\$194,767.75
Exp. & Encum. To Date:	\$3,617,240.44	Amt. of Previous CO's:	\$92,767.30
		Total of All CO's:	\$287,535.05
CO Amount:	\$194,767.75	% of Orig. Contract:	11.98%
Unencum. Bal. After CO:	\$3,087,991.81	Adjusted Contract Amt.:	\$2,686,182.88

Recommended By:

  
Steve Degenhardt, P.E.  
Construction Division Manager

09/02/15  
Date

Approved:

  
Gary Janzen, P.E.  
City Engineer

09/03/15  
Date

Approved:

  
Brian D. Eastwell  
Contractor


9/2/2015  
Date

Approved

  
Alan King  
Director of Public Works & Utilities

9-8-15  
Date

Approved as to Form:

  
Jennifer Magaña  
Director of Law and City Attorney

9-4-15  
Date

By Order of the City Council:

\_\_\_\_\_  
Jeff Longwell  
Mayor

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
City Clerk



City of Wichita  
City Council Meeting  
October 6, 2015

**TO:** Mayor and City Council Members

**SUBJECT:** Repair or Removal of Dangerous and Unsafe Structure  
(District III)

**INITIATED BY:** Metropolitan Area Building and Construction Department

**AGENDA:** Consent

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**Recommendations:** Adopt resolution scheduling a public hearing to consider condemnation of structure deemed dangerous and unsafe per Kansas State Statutes.

**Background:** On June 1, 2015, the Board of Building Code Standards and Appeals (BBCSA) conducted a hearing on the property listed below. The building on the property is considered a dangerous and unsafe structure per State Statutes and local ordinances, and is being presented in order to schedule a condemnation hearing before the City Council. The BBCSA has recommended that the City Council proceed with condemnation, demolition and removal of the dangerous building on this property.

This property was originally on the September 15, 2015, New Business Agenda. It was removed from that agenda requiring the establishment of a new hearing date.

**Analysis:** Minimum Housing Code violation notices have been issued on the structure; however, compliance has not been achieved. Pre-condemnation and formal condemnation letters have also been issued, and the time granted for repair or removal has expired. No actions have been taken by the property owners and/or other interested parties to complete required building repairs or to remove the dangerous building.

**Property Address**  
a. 3881 E. Roseberry

**Council District**  
III

**Financial Considerations:** Structures condemned as dangerous buildings are demolished with funds from the Metropolitan Area Building and Construction Department (MABCD) Special Revenue Fund contractual services budget, as approved annually by the City Council. This budget is supplemented by an annual allocation of Federal Community Development Block Grant funds for demolition of structures located within the designated Neighborhood Reinvestment Area. Expenditures for dangerous building condemnation and demolition activities are tracked to ensure that City Council Resolution No. R-95-560, which limits MABCD expenditures for non-revenue producing condemnation and housing code enforcement activities to twenty percent (20%) of MABCD's total annual budgeted Special Revenue Fund expenditures, is followed. Owners of condemned structures demolished by the City are billed for the contractual costs of demolition, plus an additional five hundred dollar (\$500) administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property.

**Legal Considerations:** The Law Department has reviewed and approved the resolution as to form.

**Recommendations/Actions:** It is recommended that the City Council adopt the attached resolution to schedule a public hearing before the City Council on November 17, 2015 at 9:30 a.m. or soon thereafter, to consider condemnation of structure deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

**Attachments:** Letter to Council, summary, and resolution.

**TO:** The Mayor and City Council  
Wichita, Kansas

**RE:** Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

**(a) Description of Structure:** A one-story frame duplex about 65 x 24 feet in size. This structure has extensive fire damage to the east unit; collapsing, badly rotted roof structure with large holes; badly decayed exterior walls with holes; rotted, collapsing and missing framing members; rotted hardboard siding; and rotted and missing wood trim.

**(b) Street Address:** 3881 E. ROSEBERRY

**(c) Owners:**  
Travis Cunningham  
250 N. Terrace  
Wichita, KS 67208

**(d) Resident Agent:** None

**(e) Occupant:** None

**(f) Lienholders of Record:** None

**(g) Mortgage Holder(s):** None

**(h) Interested Parties:** None

**DATE: September 17, 2015**

**CDM SUMMARY**

**COUNCIL DISTRICT # III**

**ADDRESS: 3881 E. ROSEBERRY**

**LEGAL DESCRIPTION:** Lot 4, except beginning at the Southeast corner of Lot 4; thence Southwesterly along the South line of said Lot 4 to the Southwest corner of said Lot 4; thence Northwesterly along the Westerly line of said Lot 4 a distance of 70 feet; thence Northeasterly to a point on the Easterly line of said Lot 4, said point being 65.29 feet Northwesterly of the Southeast corner of said Lot 4; thence Southeasterly along the Easterly line of said Lot 4 to the point of beginning, Block F, Planeview Subdivision No. 1, being a Subdivision in Section 2, Township 28 South Range 1 East of the 6<sup>th</sup> P.M. Sedgwick County, Kansas.

**DESCRIPTION OF STRUCTURE:** A one-story frame duplex about 65x24 feet in size. This structure has extensive fire damage to the east unit; collapsing, badly rotted roof structure with large holes; badly decayed exterior walls with holes; rotted, collapsing and missing framing members; rotted hardboard siding; and rotted and missing wood trim.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. The building has parts, which are so attached that they may fall and injure other property or the public.**
- D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

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Director of Metropolitan Area Building and Construction Department  
Enforcing Officer

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Date



\_\_\_\_\_  
**PUBLISHED IN THE WICHITA EAGLE ON**  
**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOT 4, EXCEPT BEGINNING AT THE SOUTHEAST CORNER OF LOT 4; THENCE SOUTHWESTERLY ALONG THE SOUTH LINE OF SAID LOT 4 TO THE SOUTHWEST CORNER OF SAID LOT 4; THENCE NORTHWESTERLY ALONG THE WESTERLY LINE OF SAID LOT 4 A DISTANCE OF 70 FEET; THENCE NORTHEASTERLY TO A POINT ON THE EASTERLY LINE OF SAID LOT 4, SAID POINT BEING 65.29 FEE NORTHWESTERLY OF THE SOUTHEAST CORNER OF SAID LOT 4; THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF SAID LOT 4 TO THE POINT OF BEGINNING, BLOCK F, PLANEVIEW SUBDIVISION NO. 1, BEING A SUBDIVISION IN SECTION 2, TOWNSHIP 28 SOUTH RANGE 1 EAST OF THE 6TH P.M. SEDGWICK COUNTY, KANSAS. COMMONLY KNOWN AS 3881 E. ROSEBERRY** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **6th day of October 2015**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **17th day of November 2015**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council chambers, City Hall at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at Lot 4, except beginning at the Southeast corner of Lot 4; thence Southwesterly along the South line of said Lot 4 to the Southwest corner of said Lot 4; thence Northwesterly along the Westerly line of said Lot 4 a distance of 70 feet; thence Northeasterly to a point on the Easterly line of said Lot 4, said point being 65.29 fee Northwesterly of the Southeast corner of said Lot 4; thence Southeasterly along the Easterly line of said Lot 4 to the point of beginning, Block F, Planeview Subdivision No. 1, being a Subdivision in Section 2, Township 28 South Range 1 East of the 6th P.M. Sedgwick County, Kansas., commonly known as: 3881 E. ROSEBERRY, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one-story frame duplex about 65 x 24 feet in size. This structure has extensive fire damage to the east unit; collapsing, badly rotted roof structure with large holes; badly decayed exterior walls with holes; rotted, collapsing and missing framing members; rotted hardboard siding; and rotted and missing wood trim.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **6th day of October 2015**.

\_\_\_\_\_  
Jeff Longwell, Mayor

(SEAL)

ATTEST: \_\_\_\_\_  
Karen Sublett, City Clerk

Approved as to form:

\_\_\_\_\_  
Jennifer L. Magana, City Attorney and Director of Law

**PUBLISHED IN THE WICHITA EAGLE ON OCTOBER 9th AND 16th 2015  
RESOLUTION NO. 15-330**

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOT 4, EXCEPT BEGINNING AT THE SOUTHEAST CORNER OF LOT 4; THENCE SOUTHWESTERLY ALONG THE SOUTH LINE OF SAID LOT 4 TO THE SOUTHWEST CORNER OF SAID LOT 4; THENCE NORTHWESTERLY ALONG THE WESTERLY LINE OF SAID LOT 4 A DISTANCE OF 70 FEET; THENCE NORTHEASTERLY TO A POINT ON THE EASTERLY LINE OF SAID LOT 4, SAID POINT BEING 65.29 FEE NORTHWESTERLY OF THE SOUTHEAST CORNER OF SAID LOT 4; THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF SAID LOT 4 TO THE POINT OF BEGINNING, BLOCK F, PLANEVIEW SUBDIVISION NO. 1, BEING A SUBDIVISION IN SECTION 2, TOWNSHIP 28 SOUTH RANGE 1 EAST OF THE 6TH P.M. SEDGWICK COUNTY, KANSAS. COMMONLY KNOWN AS 3881 E. ROSEBERRY** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **6th day of October 2015**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **17th day of November 2015**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council chambers, City Hall at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at Lot 4, except beginning at the Southeast corner of Lot 4; thence Southwesterly along the South line of said Lot 4 to the Southwest corner of said Lot 4; thence Northwesterly along the Westerly line of said Lot 4 a distance of 70 feet; thence Northeasterly to a point on the Easterly line of said Lot 4, said point being 65.29 fee Northwesterly of the Southeast corner of said Lot 4; thence Southeasterly along the Easterly line of said Lot 4 to the point of beginning, Block F, Planeview Subdivision No. 1, being a Subdivision in Section 2, Township 28 South Range 1 East of the 6th P.M. Sedgwick County, Kansas., commonly known as: 3881 E. ROSEBERRY, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one-story frame duplex about 65 x 24 feet in size. This structure has extensive fire damage to the east unit; collapsing, badly rotted roof structure with large holes; badly decayed exterior walls with holes; rotted, collapsing and missing framing members; rotted hardboard siding; and rotted and missing wood trim.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **6th day of October 2015**.

\_\_\_\_\_  
Jeff Longwell, Mayor

(SEAL)

ATTEST: \_\_\_\_\_  
Karen Sublett, City Clerk

Approved as to form:

\_\_\_\_\_  
Jennifer L. Magana, City Attorney and Director of Law

City of Wichita  
City Council Meeting  
October 6, 2015

**TO:** Mayor and City Council

**SUBJECT:** Lease of City-owned Property at 2220 E. 21<sup>st</sup> Street (District I)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

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**Recommendation:** Approve the lease and the budget adjustment.

**Background:** In 1996, the City and Cessna entered into a development agreement and lease to construct two buildings located at 2130 and 2220 E. 21<sup>st</sup> Street. The building at 2220 E. 21<sup>st</sup> was developed as a life skill training facility and day care. The facility is a 19,798 square foot (per Sedgwick County), single-story facility on an 115,852 square foot site. The site is zoned limited commercial. Approximately 59% of the space is built out as office space. The remaining space is assembly area/open space.

Cessna operated the training program for several years until the program was relocated to its main facility when business slowed due to the recession. The lease between the City and Cessna was canceled in April 2015. On June 16, 2015 the facility was declared surplus to the City's needs and approved for sale or lease. The property was marketed on the internet and by mailers. Several offers were received with the subject lease being the most advantageous to the City.

**Analysis:** The City has received an offer to lease the building for \$56,850 (\$2.87 per square foot) per year for three years. Per the lease, the tenant is responsible for the maintenance of the interior of the building including all systems, all landscaping and parking. The tenant will also pay all insurance, utilities and property taxes. The City is responsible for maintaining the exterior of the building and roof. When the lease with Cessna was terminated and the building was returned to the City, the HVAC units had been vandalized. The lease termination payment made by Cessna included funds to replace the HVAC units. The lease calls for the City to replace the HVAC units and the hot water heaters. The tenant is responsible for all interior repair and renovation required for occupancy including electrical work, bathroom fixtures, repair of walls, floors, and ceilings, lighting, etc.

**Financial Considerations:** The cost to replace the HVAC units and water heaters is estimated at \$125,000. Additionally, while the roof has been patched, it is over 20 years old. If the patching does not solve existing leakage, the lease obligates the City to replace the roof. If required, it is estimated that roof replacement would require approximately \$125,000. Property Management operations are funded within the Economic Development Fund. The annual lease payments totaling \$56,850 will be credited to this fund. Additionally, the lease of this property to a private party will relieve the City of the majority of the cost to maintain the property. Staff recommends shifting up to \$250,000 in budget authority from contingency to allow expenditures for the HVAC, water heater and roof repairs, as needed.

**Legal Considerations:** The Law Department has reviewed the lease as to form.

**Recommendation/Action:** It is recommended that the City Council 1) approve the Lease Agreement; 2) approve the necessary budget adjustments; and 3) authorize the necessary signatures.

**Attachments:** Lease agreement and aerial.

## LEASE AGREEMENT

This Lease Agreement ("Lease") is made and entered into this 15<sup>th</sup> day of September, 2015

BY AND BETWEEN

City of Wichita, Kansas,  
a municipal corporation,  
455 North Main Street  
Wichita, Kansas 67202

"LESSOR,"

AND

Fundamental Learning Center, Inc.  
Parklane Shopping Center  
917 South Glendale  
Wichita, Kansas 67218

"LESSEE."

WITNESSETH THAT:

WHEREAS, LESSOR is the owner of the following described real property, and in consideration of rents to be paid and the covenants to be observed as herein set forth, and each and every one of them, does hereby lease and rent to LESSEE, for the term and under the conditions herein set forth, the premises described as follows, to-wit:

The South 468.5 feet of Block 2 except the South twenty feet for street, Logopedics Addition to Wichita, Sedgwick County, Kansas. (Commonly known as 2220 East 21<sup>st</sup> Street North and consisting of a commercial building and associated parking.)(“Premises”)

WHEREAS, the above named parties desire to enter into this Lease on the terms set forth herein;

NOW, THEREFORE, for and in consideration of the premises and rent provided herein and the mutual covenants and agreements recited herein, the above named parties do hereby agree and shall be bound are as follows:

1. **TERM.** LESSOR hereby demises, lets and leases the above described real property together with the improvements thereon, to LESSEE for a term of three years commencing upon completion of required modifications to the building to be performed by both the LESSOR and LESSEE. LESSEE shall be granted access to the building to perform said modifications upon approval of this Lease by the City Council and upon receipt by the City of proof of insurance as required below. The initiation of the lease term shall be memorialized by notice from LESSEE to LESSOR that LESSEE accepts LESSOR's work and that LESSEE has completed its work and has initiated operations in the Premises.

2. **RENEWAL OPTIONS.** With prior approval of the LESSOR, this Lease may continue at LESSEE's option for three additional one-year options after the fulfillment of the initial lease term subject to terms as provided for hereinbelow. LESSEE must give notice of its intention to exercise said extension by delivery of a written notice to the LESSOR not less than thirty (30) days prior to the end of the current lease term.

3. **RENT.** As part consideration for this Lease and as rent for the use of said Premises the LESSEE agrees to pay unto LESSOR the sum of One Hundred Seventy Thousand Five Hundred and Fifty Dollars (\$170,550.00) for the initial lease term. Rent shall be payable without demand, deduction, discount, set-off and/or notice in advance in monthly installments of Four Thousand Seven Hundred Thirty-seven Dollars and Fifty Cents (\$4,737.50) and shall be due on the first (1st) day of the lease term and the monthly anniversary thereafter. All payments shall be made by check or money order and shall be made payable to the order of the: **City of Wichita, Kansas.** All payment installments shall be mailed or hand delivered to the Office of Property Management, 13th Floor, City Hall, 455 North Main Street, Wichita, 67202 on or before each monthly due date, until and unless such address is changed as LESSOR may specify from time to time by written notice delivered as stated hereinafter.

Rent for any option period shall be Fifty-six Thousand Eight Hundred and Fifty Dollars (\$56,850.00) payable in monthly installments of Four Thousand Seven Hundred Thirty-seven Dollars and Fifty Cents (\$4,737.50). All monthly installments not received (postmarks do not count) by the LESSOR by the tenth (10th) calendar day after the due date shall be considered delinquent and LESSEE shall pay to LESSOR a \$25.00 late charge. The provision for such late charge shall be in addition to all of the LESSOR's other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting LESSOR's remedies in any manner.

4. **SECURITY DEPOSIT.** None.

5. **LIABILITY.** LESSEE acknowledges that LESSEE has examined the Premises and acceptance of the space thereof will acknowledge that there is in and about said Premises nothing apparently dangerous to life, limb, health, or property. LESSEE agrees to enter into possessions of said Premises in their current "as-is" condition subject to LESSOR completing its obligations pursuant to Section 13 below.

LESSOR shall not be liable to LESSEE for any damage done to or loss of personal property or for damage or loss suffered by the business or occupation of LESSEE arising from any act or neglect of any co-tenants or other occupants of the building, or of the employees of LESSEE or of the customer trade of LESSEE .

LESSEE agrees to indemnify LESSOR and hold LESSOR harmless from any loss, liability, damage, cost and expense of investigating or defending any claim therefor occurring on or about the premises or arising in any way as a result of the negligence or willful misconduct of LESSEE.

6. **TAXES -- REAL AND PERSONAL PROPERTY.** LESSEE shall be liable for all taxes levied against personal property, furniture, or fixtures placed by LESSEE in the Premises. LESSEE shall pay all such taxes and assessments when due and not allow any to become delinquent. If any such taxes for which LESSEE is liable are levied or assessed against the LESSOR, or LESSOR's property, or if the assessed value of the LESSOR's property is increased by inclusion of such personal property of the LESSEE, the LESSEE shall pay all such taxes within twenty (20) days from the date of a demand notice from the LESSOR. Should LESSEE's use of the Property be determined to fall outside the scope of an exemption set forth in K.S.A. 79-201, et. seq., and amendments thereto, and such use by LESSEE thereby causes a loss of the tax exempt status for the leased property, LESSEE shall be solely responsible for any taxes and other fees and assessments assessed on the leased property that result from the LESSEE's use thereof. LESSEE shall pay all such taxes and assessments when due and not allow any to become delinquent. LESSOR gives the LESSEE the right to appeal any tax assessment or tax increase in LESSOR's name at LESSEE's own expense. If LESSEE wishes to attempt to exempt the Premises from property taxation, LESSOR will not object.

7. **WAIVER OF ANY BREACH.** Any waiver of any breach hereof or indulgence as to the payment of any installment of rent at any time, or from time to time, shall not be and shall not be construed to be a waiver of any subsequent breach or imply any future indulgence.

8. **USE OF PREMISES.** The Premises may be used and occupied only for the educational purposes, training of teachers and other related uses unless prior written permission for other use is obtained from LESSOR. Further, LESSEE shall not use, or permit said Premises, or any part thereof, to be used for any purpose or purposes other than the purpose or purposes for which said premises are hereby leased. LESSEE shall not commit, or suffer to be committed, any waste upon said Premises and LESSEE further agrees not to connect with electric wires, water, gas or sewer pipes, or any apparatus, machinery or device without the written consent of LESSOR. LESSOR specifically consents to LESSEE's installation and/or connection of a computer network system, an Internet connection system, a security system, and telephone system.

LESSEE expressly recognizes that the Premises are publicly owned and that the LESSOR desires that the Premises be used in such a manner that gives the appearance of impartiality in political campaigns and on public issues; as such the LESSEE will not use the Premises for any partisan or political activity or for an overt public activities that take a position on policy issues before the City and its agencies, provided that this provision shall not prevent the LESSEE from taking positions in newsletters, correspondence, internal meetings, etc. that otherwise are in accordance with the purposes of the organization.

LESSEE shall neither use nor occupy the Premises for any unlawful, disreputable or ultra hazardous business purpose or activity nor operate or conduct its business in a manner constituting a nuisance of any kind. Upon notice or discovery, LESSEE agrees to immediately, take action and cease any activity or use in violation of this Agreement.

9. **CONDUCT OF BUSINESS.** LESSEE will conduct its business, and control its

agents, employees, and invitees in such a manner as not to create any nuisance, or interfere with, annoy or disturb other occupants, guests, neighbors, or LESSOR in the management of the Premises.

**10. LESSEES INDEMNIFICATION AND NON-LIABILITY OF LESSOR.**

LESSOR shall not be liable to LESSEE or to LESSEE's employees, patrons, guests or visitors in or upon the Premises for any damage to person or property caused or claimed to have been caused by the negligence of LESSEE, the LESSEE's agents, employees, or invitees.

LESSEE agrees to save and hold the LESSOR harmless of and from any claim arising with respect to any portion of the Premises herein exclusively leased to LESSEE but only to the extent caused by the negligence or willful misconduct of LESSEE.

LESSOR shall not be liable or responsible for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war court order, requisition or order of governmental body or authority or other matter beyond the reasonable control of LESSOR, or for any damage or inconvenience which may arise through repair or alteration of any part of the Premises, or failure to make repairs, or from any cause whatever except LESSOR's negligence.

**11. PUBLIC LIABILITY INSURANCE.** LESSEE agrees to carry public liability insurance on the Premises during the term hereof, covering both LESSOR and LESSEE, with companies licensed to do business in the State of Kansas for limits of not less than \$500,000 for injury or death of any one person, \$500,000, for any one occurrence, \$500,000 property damage insurance, and contractual liability coverage recognizing this lease, and providing that LESSOR and LESSEE shall be given a minimum of thirty (30) days written notice by such insurance company prior to cancellation, termination or change in such insurance. LESSEE also agrees to carry insurance against fire and other such risks as are included in standard Extended Coverage Insurance, for the full insurable value, covering all of LESSEE's personal property located on or within the premises. LESSEE shall also carry insurance for fire and extended coverage, vandalism, malicious mischief or other endorsements deemed advisable by LESSEE, insuring the leasehold improvements on the Premises for the full insurable value thereof and with such deductibles as are reasonable. LESSEE shall, upon request by LESSOR, provide LESSOR with copies of all policies or certificates evidencing that such insurance is in full force and effect and stating the terms thereof. LESSEE shall also provide and keep in force other insurance in amounts that may from time to time be reasonably required by LESSOR against other insurable hazards as are commonly insured against for the type of business or activity that LESSEE will conduct on the premises.

LESSOR shall insure the structure and components owned by LESSOR under LESSOR's blanket policy. Within sixty (60) days of the end of the calendar year, LESSOR shall invoice LESSEE for the cost of said insurance as calculated by LESSOR. LESSEE shall have thirty (30) days from the date of the invoice to reimburse LESSOR for said cost.

**12. UTILITIES.** LESSEE shall be responsible for the cost of all utilities to the

Premises.

13. **LESSOR'S COVENANTS.** It is agreed by the parties hereto that it shall be the duty and obligation of the LESSOR herein:

- a. To deliver the Premises to the LESSEE, at commencement of the term of this Lease, in "as-is" condition subject to the items below.
- b. To replace two hot water heaters, nine rooftop HVAC units, three split system units, and furnish and install four new duct detectors.
- c. To repair or replace the roof as necessary to make the structure weather tight.
- d. To be responsible for future exterior maintenance to the building, except for landscaping and parking lots.
- e. To provide to LESSEE, contingent upon LESSEE's compliance with its covenants, duties and obligations herein, the right to the quiet and peaceful possession of said premises for the full term of this lease.

14. **LESSEE'S COVENANTS.** In consideration of the foregoing, the LESSEE hereby agrees:

- a. To promptly pay the specified rents for the Premises in the manner and at the times as herein provided to the LESSOR, its successors and assigns, or to its agent.
- b. To reimburse LESSOR for insurance charges pursuant to Section 11 above.
- c. To provide, at LESSEE's cost, all repairs and maintenance to the interior of the building, including electrical, plumbing, and HVAC and to the exterior of the building for landscaping and parking lots including striping and snow removal.
- d. To notify the LESSOR immediately of any major problem relative to the exterior of the building.

15. **MUTUAL WAIVERS OF SUBROGATION.** Each party hereby waives any and all claims against the other party for any and all liability or responsibility for any loss, injury or damage to any person(s), the Premises, the building or the contents thereof which may be caused by fire, casualty, accident, or otherwise during the term of the Lease if, but only if, and only to the extent that, such loss or damage is covered by and recoverable under valid and collectible insurance carried by the waiving party.

16. **IMPROVEMENTS AND ALTERATIONS.** Certain remodeling is required for the LESSEE to occupy the facility. Said remodeling includes replacement and/or repair of framing, drywall, acoustical ceilings, doors, cabinets and countertops, flooring, paint, bathroom fixtures, fire protection, electrical and phone systems, lighting, etc. All such work will be the responsibility of the LESSEE. Plans for such work shall be subject to approval by the LESSOR.

Beyond the initial work required to allow the LESSEE to occupy the facility, LESSEE shall make no material changes or alteration in said leased premises unless it shall first have obtained LESSOR'S written consent thereto.



All improvements which are not fixtures and which are not specifically identified as belonging to LESSOR shall remain the property of LESSEE. At the termination of this Lease, the LESSEE shall have the option of removing all leasehold improvements belonging to it and restoring the Premises to their original condition, less ordinary wear and tear; or with the consent of LESSOR may leave said leasehold improvements in place. In the event that said leasehold improvements are not removed within fifteen (15) days after the termination of this lease, LESSOR shall have the option of taking title to all said leasehold improvements, immediately, or to have all or any part of such leasehold improvements removed at LESSEE's sole expense.

17. **LIENS - REGULATIONS.** LESSEE shall not, during the term of this Agreement, permit or suffer any lien or encumbrance to attach to the premises or any part thereof and shall indemnify and save harmless the LESSOR against the same. LESSEE, its agents and employees, shall be subject to any and all applicable rules, regulations, orders and restrictions which are now in force or which may be hereafter adopted by the City of Wichita, Kansas, in respect to the operation and maintenance of the Premises described herein. Further, LESSEE shall comply with all laws and ordinances of the State of Kansas and the City of Wichita, Kansas, which have been enacted by any state or local governing body.

18. **SIGNS AND AWNINGS.** No sign, notice, awning, advertisement, picture or other inscription of any kind shall be placed or put upon any portion of the premises, unless the written consent of LESSOR shall first have been obtained. LESSEE, at its expense, will provide signage on the building and on the site, the design for both of which will require consent of the LESSOR.

19. **INSPECTION AND ENTRY.** It shall be lawful for LESSOR, its agents and representatives, at any reasonable hours in the day to enter into or upon said Premises for the purpose of examining into the condition thereof, or to make such repairs and alteration as may be necessary for the safety and preservation of the said Premises, but without any obligation to make repairs, also to exhibit the said premises to let and to put upon said Premises the usual for rent notice up to thirty (30) day preceding the expiration of the Lease, which said notice shall not be removed by said LESSEE, or for any other lawful purpose.

20. **OWNERSHIP REPRESENTATION.** Under no circumstances shall the LESSEE represent to any party that the LESSEE is the owner of the Premises covered by the Lease or the agent or trustee of the LESSOR. LESSEE understands and agrees that no authorization to act for, on or in behalf of the LESSOR is granted to the LESSEE.

21. **REMOVAL OF PROPERTY AND EQUIPMENT.** LESSEE shall have the right to remove from the Premises at any time during the lease term any and all equipment placed therein and owned by LESSEE. LESSEE shall attempt to minimize damage to the building during such removal.

22. **NONDISCRIMINATION.** LESSEE agrees to comply with the requirements of City of Wichita Administrative Regulation #23, Nondiscrimination and Equal Opportunity Statement, which is marked Exhibit "A" hereto and incorporated herein.

23. **ASSIGNMENT AND SUBLEASE.** It is agreed that this Lease Agreement, or any interest therein, shall not be assigned by the LESSEE, nor the property sublet in whole or in part, except for a sublease for a professionally trained individual(s) to evaluate and assess students for the educational service offered by the LESSEE.

24. **DESTRUCTION.** In the event of the destruction of the Premises by fire, windstorm, or other cause, this Lease shall immediately terminate and cease unless LESSOR shall within ten (10) days thereafter notify LESSEE in writing of LESSOR'S desire to continue said Lease, in which event said LESSOR shall be obligated to restore said Premises in due and reasonable time to substantially its former condition except as to any property owned by LESSEE therein, and in that event the rent shall be abated until said Premises are restored to condition for occupancy. Slight or partial damage by fire, windstorm, or other cause, which does not render the building substantially unfit for use and occupancy shall not affect the terms of this Lease.

25. **EVENT OF CASUALTY.** In the event the improvements on the Premises shall be damaged or destroyed by a casualty as to become untenable, then LESSOR may, if LESSOR so elects, give notice in writing terminating this Lease upon proper notice.

26. **EVENTS OF DEFAULT.** The following shall be considered, for all purposes, to be defaults under and breaches of this Lease by LESSEE:

- a. Any failure of LESSEE to pay any rent installment hereby reserved and such failure shall continue for a period of twenty (20) days from the date such rent is due.
- b. Failure of LESSEE to perform or observe any of the terms, provisions, conditions and covenants of this Lease, other than the payment of rent, and shall not cure such failure within ten (10) days after written notice thereof to LESSEE.
- c. LESSEE shall become bankrupt or insolvent, or file or have filed against it a petition in bankruptcy, or the reorganization or arrangement, or for the appointment of a receiver or trustee of all or a substantial portion of the LESSEE's property, or LESSEE makes an assignment for the benefit of creditors.
- d. If LESSEE abandons or vacates any substantial portion of the demised premises for a period of ten (10) days or more, or this Lease or LESSEE's interest herein.
- e. The premises come into the hands of any person other than is expressly permitted under this Lease.

27. **TERMINATION.** This Lease shall terminate without any further required notice upon occurrence of any of the following.

- a. The expiration of the lease term or any extension thereof.
- b. Any default or breach of any covenants and provisions of the Lease by the LESSEE and failure to cure such breach by LESSEE after notice periods identified hereinbefore in Section 27. In which case the LESSOR shall be entitled to possession of the leased premises, and LESSOR may distrain for rent due and damages and recover possession of said Premises as provided by law.
- c. Upon one hundred and twenty (120) days after notice by the LESSOR that the facility is

required for a public purpose.

28. **RIGHT OF FIRST REFUSAL.** LESSOR grants to LESSEE a right of first refusal to purchase the Premises. If, during the term of this Lease, LESSOR receives an offer to purchase the Premises which is acceptable to LESSOR, LESSOR shall present said offer to LESSEE for consideration. LESSEE shall have thirty (30) days from receipt to notify LESSOR in writing that it has elected to purchase the Premises at the offer amount. If notice to purchase is given, LESSEE will then have thirty (30) days to acquire the Premises.

29. **ENFORCEABILITY.** No waiver by LESSOR or LESSEE of any breach of any term, covenant or condition hereof shall be deemed to be a waiver of the same, or subsequent breach of the same, or any other term, covenant or condition. The acceptance of rent by LESSOR shall not be deemed a waiver of any earlier breach by LESSEE of any term, covenant, or condition hereof, regardless of LESSOR'S knowledge of such breach, when such rent is accepted, unless LESSOR specifically agrees thereto. No covenant, term or condition of this Lease shall be deemed waived by LESSOR, or LESSEE, unless waived in writing.

30. **BINDING ON PARTIES.** Subject to the limitations provided hereinbefore hereof, this Lease shall be, jointly and severally, binding on the parties hereto, their respective heirs, devices, successors and assigns.

31. **NOTICE.** All LESSEE correspondence, notices and demands to LESSOR must be given in writing to:

Office of Property Management  
Attention: John C. Philbrick  
City Hall - 13th Floor  
455 North Main Street  
Wichita, Kansas 67202

All LESSOR correspondence, notices and demands to LESSEE must be given in writing to:

Fundamental Learning Center, Inc.  
Attention: Jeanine Phillips, President  
Parklane Shopping Center  
917 South Glendale  
Wichita, Kansas 67218

32. **EXHIBITS.** All of the exhibits referenced hereinabove are part of the Lease as if fully set forth herein.

33. **CAPTIONS.** The captions contained in this lease are for convenience of reference only, and in no way limit or enlarge the terms and conditions of this lease.

34. **SEPARABILITY.** If any clause or provision of this Lease is determined to be illegal, invalid or unenforceable under present or future laws effective during the term of this Lease, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties to this Lease that in lieu of each clause or provision of this lease that is illegal, invalid or unenforceable, there be added as a part of this lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

35. **AMENDMENTS; BINDING EFFECT.** This Lease may not be altered, changed or amended, except by instrument in writing signed by the parties hereto. All terms, provisions, covenants and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided.

36. **APPLICABLE LAWS:** The laws of the State of Kansas shall govern any disputed under this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement in duplicate the day and year first above written.

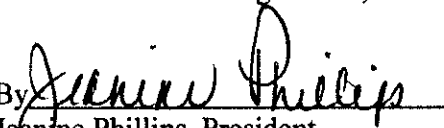
LESSOR  
CITY OF WICHITA, KANSAS

By \_\_\_\_\_  
Jeff Longwell, Mayor

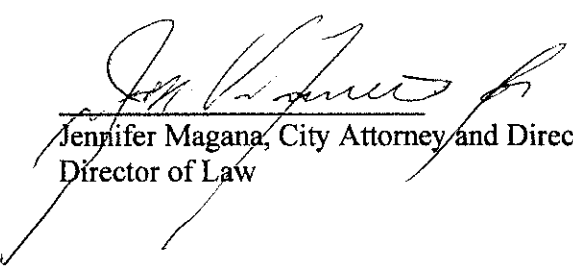
ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

LESSEE  
Fundamental Learning Center, Inc.

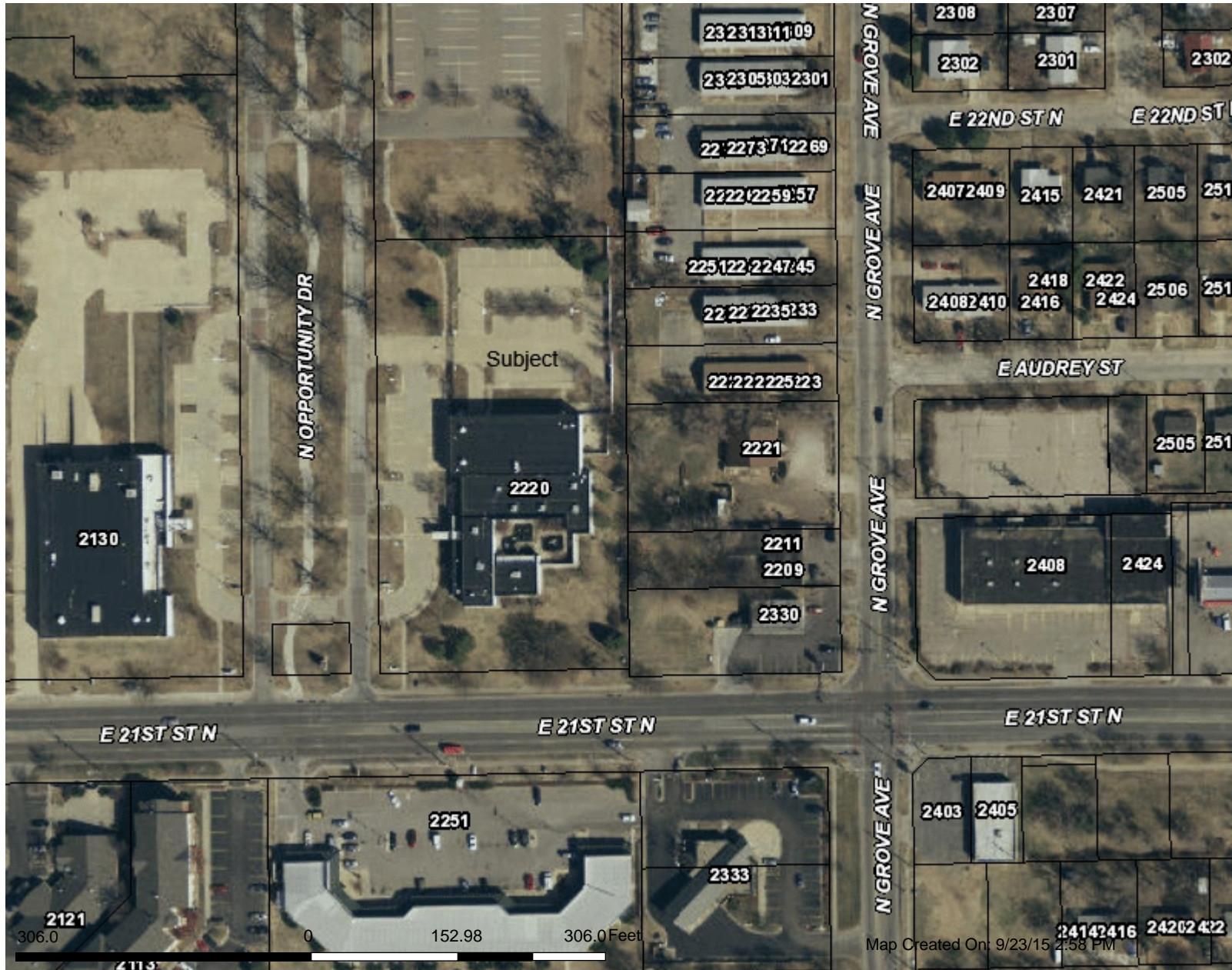
By   
Jeanne Phillips, President

Approved as to form:



Jennifer Magana, City Attorney and Director of Law  
Director of Law

# 2220 East 21st North



## Legend

☐ Parcels



This information is not an official record, and cannot be used as such. The user should rely only upon official records available from the custodian of records in the appropriate City and/or County department. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita.

1: 1,836



**City of Wichita  
City Council Meeting  
October 6, 2015**

**TO:** Mayor and City Council

**SUBJECT:** Water and Sewer Utility Revenue Bond and Refunding Revenue Bond Sale

**INITIATED BY:** Department of Finance

**AGENDA:** Consent

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**Recommendation:** Adopt the resolution.

**Background:** The City is planning to offer for sale one series of Water and Sewer Utility Revenue Bonds (Series 2015C) in an amount not to exceed \$26,500,000 and one series of Water and Sewer Utility Refunding Revenue Bonds (Series 2015D) in an amount not to exceed \$26,500,000.

As capital projects of the Water and Sewer Utilities (“Utilities”) have been initiated, the City Council has adopted resolutions authorizing the improvements and the issuance of revenue bonds. Additionally, notices of the City’s intent to carry out the improvements and issue revenue bonds have been published in the City’s official newspaper. The Series 2015C Bonds are being issued on a reimbursement basis to finance project costs previously incurred.

Staff has investigated the savings potential from the refunding and has determined that savings in debt service costs can be obtained. The Series 2015D Refunding Bonds will refund Series 2008A dated April 1, 2008 in the original principal amount of \$29,460,000 (of which \$23,255,000 is to be refunded).

**Analysis:** In anticipation of the issuance of revenue bonds, the Utilities have been drawing down cash reserves to fund the costs of authorized improvement projects. The Utilities wish to proceed with the issuance and sale of Water and Sewer Utility Revenue Bonds, Series 2015C in the approximate principal amount of \$25,900,000 to permanently finance and reimburse a portion of project costs incurred to date, and to provide funding of bond reserve requirements as well as financing costs.

The Series 2008A Bonds are not yet callable and can only be refunded with “advance refunding” bonds. Additionally, tax-exempt bonds originally issued after the effective date of the 1986 Tax Reform Act can only be advance refunded once.

Notice of up to sixty days regarding the City’s intent to call the outstanding bonds prior to their stated maturities must be provided to all bond holders and Material Event Notices must be filed with the Electronic Municipal Market Access facility for municipal securities disclosure of the Municipal Securities Rulemaking Board.

The resolution authorizes the City to proceed with the sale of bonds and related activities, including the preparation and distribution of the Preliminary Official Statement and Notice of Sale. In addition, the resolution authorizes the City Manager or his designee to award the sale of the bonds subject to the parameters established in the resolution. Bids will be accepted electronically through **PARITY** Electronic Bid Submission System on October 14, 2015 and the City Manager or his designee will award the sale of bonds to the bidders whose proposed interest rates result in the lowest overall cost to the City.

The City has established a minimum 3% threshold as an appropriate level of savings in connection with a



bond refunding. In the event the actual bids on the Series 2015D Refunding Bonds do not produce the minimum level of savings, the acceptance of the bids on the refunding bonds will not be recommended. At the next scheduled meeting, the City Council will ratify the award of the bids and approve ordinances and resolutions authorizing the issuance of the bonds.

**Financial Considerations:** The City of Wichita awards the sale of bonds to the bidder with the lowest true interest cost, or “TIC”. The TIC is the rate that will discount all future cash payments so that the sum of the present value will equal the bond proceeds. Further, using the TIC calculation can potentially result in the City saving money because the TIC does not ignore the timing of interest payments.

The proceeds from the Series 2015C Bonds will be used to reimburse and pay project expenses, provide funding of the bond reserve, and other financing costs. The debt service payments associated with the bonds will be funded entirely from net revenues derived from operations of the Utilities. The Series 2015C Bonds are being financed over 15 and 20 years, with principal maturities structured to produce level annual payments of principal and interest. The bonds maturing October 1, 2026, and thereafter, may be called for redemption and payment prior to their respective maturities on and after October 1, 2025, at par.

The Series 2015D Refunding Bonds will mature over the next seventeen years (2016-2032) without extending principal maturities beyond the original maturity schedule of the Series 2008A Bonds. Based on current market conditions, the Series 2015D Refunding Bonds will generate an estimated net present value savings of approximately \$1.8 million.

**Legal Considerations:** The resolution (as prepared by the City’s Bond Counsel) authorizing the sale of the bonds and directing the publication and distribution of the Official Notice of Sale has been reviewed and approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended the City adopt the resolution: 1) authorizing the Water and Sewer Utility Revenue Bond and Refunding Revenue Bond sale; 2) authorizing preparation of the Notice of Bond Sale and Preliminary Official Statement in connection with the bond sale; 3) approving the distribution to prospective bidders of the Preliminary Official Statement; 4) authorizing distribution of the Notice of Sale; 5) authorizing the City Manager or his designee to award the bids subject to the parameters of the resolution; and 6) authorizing City staff, in consultation with Bond Counsel and the financial advisor, to take such further action as is reasonably required to implement the resolution.

**Attachments:** Sale Resolution  
Official Notice of Sale



**EXCERPT OF MINUTES OF A MEETING  
OF THE GOVERNING BODY OF  
THE CITY OF WICHITA, KANSAS  
HELD ON OCTOBER 6, 2015**

The governing body met in regular session at the usual meeting place in the City, at 9:00 a.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

\* \* \* \* \*

(Other Proceedings)

The matter of providing for the offering for sale of Water and Sewer Utility Revenue Bonds came on for consideration and was discussed.

[ ] moved the adoption of a Resolution entitled:

**RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF WATER AND  
SEWER UTILITY REVENUE BONDS AND WATER AND SEWER UTILITY  
REFUNDING REVENUE BONDS OF THE CITY OF WICHITA, KANSAS.**

[ ] seconded the motion to adopt the Resolution. Thereupon, the Resolution was read and considered, and, the question being put to a roll call vote, the vote thereon was as follows:

Aye: \_\_\_\_\_.

Nay: \_\_\_\_\_.

The Mayor declared the Resolution duly adopted; the Clerk designating the same Resolution No. 15-[ ].

\* \* \* \* \*

(Other Proceedings)

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\* \* \* \* \*

**CERTIFICATE**

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Wichita, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

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Karen Sublett, City Clerk

**RESOLUTION NO. 15-331**

**RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF WATER AND  
SEWER UTILITY REVENUE BONDS AND WATER AND SEWER UTILITY  
REFUNDING REVENUE BONDS OF THE CITY OF WICHITA, KANSAS.**

---

**WHEREAS**, the City of Wichita, Kansas (the “City”) owns and operates the combined Water and Sewer Utility System (the “Utility”); and

**WHEREAS**, the City Council (the “Governing Body”) of the City is authorized under the provisions of K.S.A. 10-1201 *et seq.*, as amended by Charter Ordinance No. 211 (the “Act”) to issue and sell revenue bonds for the purpose of paying all or part of the cost of the acquisition, construction, reconstruction, alteration, repair, improvement, extension or enlargement of the Utility, provided that the principal of and interest on such revenue bonds shall be payable solely from the Net Revenues derived from the operation of the Utility; and

**WHEREAS**, the Governing Body has heretofore, pursuant to the Act, taken action to authorize financing the costs of constructing, reconstructing, altering, repairing, improving, extending or enlarging the Utility (collectively, the “Projects”); and

**WHEREAS**, the City has heretofore issued several series of such revenue bonds to make improvements to the Utility and to refund and refinance all or portions of such revenue bonds; and

**WHEREAS**, due to the current interest rate environment, the City has the opportunity to issue its refunding revenue bonds in order to achieve an interest cost savings on all or a portion of the debt represented by the following described bonds (collectively, the “Refunded Bonds”):

<u>Description</u>	<u>Series</u>	<u>Dated Date</u>	<u>Years</u>	<u>Amount</u>
Water and Sewer Utility Revenue Bonds	2008A	04/01/2008	2016-2032	\$23,255,000

;and

**WHEREAS**, the City hereby selects the firm of Springsted Incorporated (“Financial Advisor”), as financial advisor for one or more series of revenue bonds of the City to be issued in order to provide funds to finance the Projects and refund the Refunded Bonds; and

**WHEREAS**, the City desires to authorize the Director of Finance and other City staff, the Law Department, the Financial Advisor and Gilmore & Bell, P.C., as bond counsel (“Bond Counsel”) to proceed with the offering for sale of Utility revenue bonds and related activities in order to finance the Projects and refund the Refunded Bonds, including the preparation and distribution of a preliminary official statement and notice of bond sale; and

**WHEREAS**, due to the volatile nature of the municipal bond market and the desire of the City to achieve maximum benefit of timing of the sale of said Utility revenue bonds, the Governing Body desires to authorize the City Manager or designee to confirm the sale of such Utility revenue bonds, if necessary, prior to the next meeting of the Governing Body to adopt the necessary ordinance and resolution providing for the issuance thereof.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:**

**Section 1.** The Director of Finance is hereby authorized to offer at competitive public sale the Water and Sewer Utility Revenue Bonds, Series 2015C of the City (the "Series 2015C Bonds") and Water and Sewer Utility Refunding Revenue Bonds, Series 2015D of the City (the "Series 2015D Bonds," and together with the Series 2015 C Bonds, the "Series 2015 Bonds"), the proceeds of which shall be applied to finance the Projects, refund the Refunded Bonds, fund necessary reserves and pay associated costs of issuance. The timing of offering for sale of the Series 2015 Bonds, the final structuring and repayment terms of the Series 2015 Bonds shall be determined by the Director of Finance, in consultation with the City Manager or designee, Bond Counsel and the Financial Advisor.

**Section 2.** The Director of Finance, in conjunction with Bond Counsel and the Financial Advisor, is hereby authorized and directed to cause to be prepared a Notice of Bond Sale and Preliminary Official Statement and to use such document in connection with the sale of the Series 2015 Bonds.

**Section 3.** The Director of Finance, in conjunction with Bond Counsel and the Financial Advisor, is hereby authorized and directed to give notice of said sale by distributing copies of the Notice of Bond Sale and Preliminary Official Statement to prospective purchasers of the Series 2015 Bonds. Proposals for the purchase of the Series 2015 Bonds shall be submitted upon the terms and conditions set forth in said Notice of Bond Sale, will be reviewed by the City Manager or designee and the Director of Finance and acted upon by the City Manager or designee, who shall have the authority to award the sale of the Series 2015 Bonds, subject to the following parameters: (a) the principal amount of the Series 2015C Bonds shall not exceed \$26,500,000; (b) the true interest cost ("TIC") of Series 2015C Bonds shall not exceed 4% ; (c) the principal amount of the Series 2015D Bonds shall not exceed \$26,500,000; and (d) present value savings associated with refunding the Refunded Bonds shall be not less than 3% of the outstanding principal of the Refunded Bonds. The City Manager or designee also has the authority to reject certain or all proposals. At its next scheduled meeting the Governing Body shall ratify the actions of the City Manager or designee and approve an ordinance and resolution authorizing the issuance of the Series 2015 Bonds.

**Section 4.** For the purpose of enabling the purchaser of the Series 2015 Bonds (the "Purchaser") to comply with the requirements of Rule 15c2-12 of the Securities Exchange Commission (the "Rule"), the Mayor and the Director of Finance or appropriate officers of the City are hereby authorized to: (a) approve the form of said Preliminary Official Statement, and to execute the "Certificate Deeming Preliminary Official Statement Final" in substantially the form attached hereto as **Exhibit A** as approval of the Preliminary Official Statement, such officials' signature thereon being conclusive evidence of such officials' and the City's approval thereof; (b) covenant to provide continuous secondary market disclosure by annually transmitting certain financial information and operating data and other information necessary to comply with the Rule to certain national repositories and the Municipal Securities Rulemaking Board, as applicable; and (c) take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary; to enable the Purchaser to comply with the requirement of the Rule. The City agrees to provide to the Purchaser within seven business days of the date of the sale of Series 2015 Bonds or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchaser, whichever is earlier, sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of the Rule and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

**Section 5.** The Mayor, Director of Finance, Clerk, the City Attorney and the other officers and representatives of the City, the Financial Advisor and Bond Counsel are hereby authorized and directed to

take such other action as may be necessary to carry out the sale of the Series 2015 Bonds, including selecting certain other qualified professional firms necessary to complete the issuance of the Series 2015 Bonds, subscribing for or purchasing the United States Treasury Securities to be deposited in the escrow for the Refunded Bonds and to provide for notice of redemption of the Refunded Bonds.

**Section 6.** This Resolution shall be in full force and effect from and after its adoption.

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**ADOPTED** by the City Council of the City of Wichita, Kansas, on October 6, 2015.

(SEAL)

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Jeff Longwell, Mayor

ATTEST:

---

Karen Sublett, City Clerk

**APPROVED AS TO FORM:**

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Jennifer Magaña, Director of Law and  
City Attorney

**EXHIBIT A**

**CERTIFICATE DEEMING  
PRELIMINARY OFFICIAL STATEMENT FINAL**

October \_\_, 2015

To: [Series 2015C Purchaser]  
[Series 2015C City, State]

[Series 2015D Purchaser]  
[Series 2015D City, State]

Re: City of Wichita, Kansas: Water and Sewer Utility Revenue Bonds, Series 2015C (the “Series 2015C Bonds”) and Water and Sewer Utility Refunding Revenue Bonds, Series 2015D of the City (the “Series 2015D Bonds,” and together with the Series 2015C Bonds, the “Series 2015 Bonds”)

The undersigned are the duly authorized and acting Mayor and Director of Finance of the City of Wichita, Kansas (the “City”), and are authorized to deliver this Certificate to the addressees (collectively, the “Purchaser”) on behalf of the City. The City has heretofore caused to be delivered to the Purchaser copies of the Preliminary Official Statement (the “Preliminary Official Statement”) relating to the Series 2015 Bonds.

For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission (the “Rule”), the City hereby deems the information regarding the City contained in the Preliminary Official Statement to be final as of its date, except for the omission of such information as is permitted by the Rule, such as offering prices, interest rates, selling compensation, aggregate principal amount, principal per maturity, delivery dates, ratings, identity of the underwriters and other terms of the Series 2015 Bonds depending on such matters.

**CITY OF WICHITA, KANSAS**

By: \_\_\_\_\_  
Jeff Longwell, Mayor

By: \_\_\_\_\_  
Shawn Henning, Director of Finance

**CITY OF WICHITA, KANSAS**

Department of Finance  
12th Floor, City Hall  
455 North Main  
Wichita, Kansas 67202-1679

October 6, 2015

Gilmore & Bell, P.C.  
100 N. Main, Suite 800  
Wichita, Kansas 67202

Re: Subscription for Purchase of United States Treasury Time Deposit Securities – State and Local Government Series

Issuer: City of Wichita, Kansas

Tax I.D. No: 48-6000653

Bonds: Water and Sewer Utility Refunding Revenue Bonds, Series 2015D (the “Series 2015D Bonds”)

Financial Advisor: Springsted Incorporated, St. Paul, Minnesota

Escrow Agent: Security Bank of Kansas City, Wichita, Kansas - ABA No. 1010-0092-5

Bond Counsel: Gilmore & Bell, P.C., Wichita, Kansas

In connection with the issuance of the Series 2015D Bonds, the Issuer authorizes Bond Counsel to submit an initial subscription on its behalf for the purchase of United States Treasury Time Deposit Securities - State and Local Government Series (the “SLGS”), to be issued as entries on the books of the Bureau of the Public Debt, Department of the Treasury. The total amount of the subscription and the issue date will be determined at a later date. The Issuer certifies that the SLGS will be purchased solely from proceeds of the Series 2015D Bonds, and not from any amounts received from either: (a) the sale or redemption before maturity of any marketable security, or (b) the redemption before maturity of a time deposit SLGS (other than a zero-interest SLG).

The Issuer agrees that the final subscription and payment for the SLGS will be submitted to the U.S. Treasury on or before the issue date. The Issuer further authorizes Bond Counsel, Escrow Agent, and Financial Advisor to file the final subscription for SLGS, to amend or cancel such subscription, and to re-subscribe for SLGS, all on behalf of the Issuer. The Issuer understands that, if it fails to settle on the subscription for the SLGS or makes an untimely or unauthorized change to the subscription, the Bureau of Public Debt may bar the Issuer from subscribing for SLGS for six months beginning on the earlier of (a) the date the subscription is withdrawn, or (b) the proposed issue date of the SLGS.

**CITY OF WICHITA, KANSAS**

By: \_\_\_\_\_  
Name: Shawn Henning, Director of Finance



**CITY OF WICHITA, KANSAS**  
**OFFICIAL NOTICE OF BOND SALE**

**\$25,490,000\***  
**WATER AND SEWER UTILITY**  
**REVENUE BONDS**  
**SERIES 2015C**

**\$25,135,000\***  
**WATER AND SEWER UTILITY**  
**REFUNDING REVENUE BONDS**  
**SERIES 2015D**

**Bids.** *Separate* Electronic bids for the purchase of the above-referenced bonds (the “Series 2015C Bonds,” the “Series 2015D Bonds,” or collectively the “Bonds”) of the City of Wichita, Kansas (the “City”) herein described will be received by the Director of Finance of the City via **PARITY**® until 10:00 a.m., Central Daylight Time (the “Submittal Hour”), on

**WEDNESDAY, OCTOBER 14, 2015**

(the “Sale Date”). All bids will be publicly evaluated at said time and place and the award of each series of the Bonds to the successful bidders (collectively, the “Successful Bidder”) will be acted upon immediately thereafter by the City Manager or designee and subsequently ratified by the City Council (the “Governing Body”) of the City at its next regular meeting. No oral, auction, facsimile or other written bids will be considered and no bid for less than the entire principal amount of each series of the Bonds will be considered. Other capitalized terms not otherwise defined in this Notice of Bond Sale (the “Notice”) shall have the meanings set forth in the hereinafter referenced Preliminary Official Statement relating to the Bonds.

*Each series of Bonds shall be sold separately, and bidders may bid on either series of Bonds.*

**Terms of the Bonds**

**General.** The Bonds will consist of fully registered bonds in the denomination of \$5,000 or any integral multiple thereof (the “Authorized Denomination”). The Bonds will be dated November 1, 2015 (the “Dated Date”) and will become due as hereinafter set forth. The Bonds will bear interest from the Dated Date at rates to be determined when the Bonds are sold as hereinafter provided, payable semiannually on April 1 and October 1, beginning on April 1, 2016 (collectively, the “Interest Payment Dates”).

**Series 2015C Bonds.** The Series 2015C Bonds will become due in principal installments as follows:

<b><u>Payment Date</u></b> <b><u>(October 1)</u></b>	<b><u>Principal</u></b> <b><u>Amount*</u></b>	<b><u>Payment Date</u></b> <b><u>(October 1)</u></b>	<b><u>Principal</u></b> <b><u>Amount*</u></b>
2016	\$1,275,000	2026	\$1,480,000
2017	1,220,000	2027	1,530,000
2018	1,235,000	2028	1,575,000
2019	1,250,000	2029	1,635,000

2020	1,270,000	2030	1,690,000
2021	1,300,000	2031	835,000
2022	1,330,000	2032	865,000
2023	1,365,000	2033	900,000
2024	1,395,000	2034	935,000
2025	1,435,000	2035	970,000

**Series 2015D Bonds.** The Series 2015D Bonds will become due in principal installments as follows:

<b><u>Payment Date</u></b> <b><u>(October 1)</u></b>	<b><u>Principal</u></b> <b><u>Amount*</u></b>	<b><u>Payment Date</u></b> <b><u>(October 1)</u></b>	<b><u>Principal</u></b> <b><u>Amount*</u></b>
2016	\$1,315,000	2025	\$1,485,000
2017	1,275,000	2026	1,515,000
2018	1,295,000	2027	1,545,000
2019	1,315,000	2028	1,590,000
2020	1,335,000	2029	1,635,000
2021	1,360,000	2030	1,685,000
2022	1,390,000	2031	1,735,000
2023	1,425,000	2032	1,785,000
2024	1,450,000		

**\*Principal Amount Subject to Change.** The City reserves the right to increase or decrease the total principal amount of either or both series of the Bonds and the principal amount of any maturity, depending on the purchase price bid by the Successful Bidder, the amounts necessary to finance the improvements to be financed by the Series 2015C Bonds and the amount necessary to properly size the escrow fund created for the bonds to be refunded with the proceeds of the Series 2015D Bonds and other City funds, subject to minimum Authorized Denominations. If there is an adjustment in the final aggregate principal amount of any series of the Bonds or the principal amount of any maturity as described above, the City will notify the Successful Bidder by means of telephone or facsimile transmission, subsequently confirmed in writing, no later than 2:00 p.m., Central Daylight Time, on the Sale Date. Any adjustment in principal amount will maintain the Successful Bidder's compensation set forth on the original bid form as a percentage of the total principal amount of such series of Bonds. At the request of the City, the Successful Bidder agrees to execute a revised bid form or repayment schedule reflecting the adjusted principal amounts and purchase price. The Successful Bidder may not withdraw its bid or change the interest rates bid as a result of any changes made to the principal amount of the series of Bonds or the schedule of principal payments as described herein.

### **Place of Payment and Registration**

**Payment.** The principal of and interest on the Bonds will be payable in lawful money of the United States of America by check or draft of the Treasurer of the State of Kansas, Topeka, Kansas (the "Paying Agent" and "Bond Registrar"). The principal of each Bond will be payable at maturity or earlier redemption to the owners thereof whose names are on the registration books (the "Register") of the Bond Registrar (the "Registered Owner") upon presentation and surrender at the principal office of the Paying Agent. Interest on each Bond will be payable to the Registered Owner of such Bond as of the fifteenth day (whether or not a business day) of the calendar month next preceding each Interest Payment Date (the "Record Date"): (a) mailed by the Paying Agent to the address of such Registered Owner as shown on the Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to Cede & Co., by wire transfer to such Registered Owner upon written notice given to the Paying Agent by such Registered Owner, not less than 15 days

prior to the Record Date for such interest, containing the wire transfer address to which such Registered Owner wishes to have such wire directed.

**Registration.** The Bonds will be registered pursuant to a plan of registration approved by the City and the Attorney General of the State of Kansas. The City will pay for the fees of the Bond Registrar for registration and transfer of the Bonds and will also pay for printing a reasonable supply of registered blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, will be the responsibility of the Registered Owners.

### **Book-Entry-Only System**

The Bonds shall be initially registered in the name of Cede & Co., as the nominee of DTC and no beneficial owner will receive certificates representing their interests in the Bonds. During the term of the Bonds, so long as the book-entry-only system is continued, the City will make payments of principal of, premium, if any, and interest on the Bonds to DTC or its nominee as the Registered Owner of the Bonds, DTC will make book-entry-only transfers among its participants and receive and transmit payment of principal of, premium, if any, and interest on the Bonds to its participants who shall be responsible for transmitting payments to beneficial owners of the Bonds in accordance with agreements between such participants and the beneficial owners. The City will not be responsible for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants. In the event that: (a) DTC determines not to continue to act as securities depository for the Bonds, or (b) the City determines that continuation of the book-entry-only form of evidence and transfer of ownership of the Bonds would adversely affect the interests of the beneficial owners of the Bonds, the City will discontinue the book-entry-only form of registration with DTC. If the City fails to identify another qualified securities depository to replace DTC, the City will cause to be authenticated and delivered to the beneficial owners replacement Bonds in the form of fully registered certificates. Reference is made to the Preliminary Official Statement for further information regarding the book-entry-only system of registration of the Bonds and DTC.

### **Redemption Provisions**

**General.** Whenever the City is to select Bonds for the purpose of redemption, it will, in the case of Bonds in denominations greater than the minimum Authorized Denomination, if less than all of the Bonds then outstanding are to be called for redemption, treat each minimum Authorized Denomination of face value of each such fully registered Bond as though it were a separate Bond in the minimum Authorized Denomination.

**Optional Redemption.** At the option of the City, the Bonds maturing in the years 2026 and thereafter will be subject to redemption and payment prior to maturity on October 1, 2025, and thereafter, as a whole or in part (selection of the amount of Bonds to be redeemed to be determined by the City in such equitable manner as it may determine) at any time, at a redemption price of 100% (expressed as percentage of the principal amount), plus accrued interest thereon to the date of redemption.

**Mandatory Redemption.** A bidder may elect to have all or a portion of either series of Bonds scheduled to mature in consecutive years issued as term bonds (the "Term Bonds") and subject to mandatory redemption requirements consistent with the schedule of serial maturities set forth above, subject to the following conditions: (a) not less than all Bonds of the same serial maturity shall be converted to Term Bonds with mandatory redemption requirements; (b) callable and noncallable serial maturities of the Bonds may not be combined in the same Term Bond maturity; and (c) a bidder shall make such an election by completing the applicable information on PARITY®.

***Notice and Effect of Call for Redemption.*** Unless waived by any owner of Bonds to be redeemed, if the City shall call any Bonds for redemption and payment prior to the maturity thereof, the City shall give written notice of its intention to call and pay said Bonds to the Bond Registrar and the Successful Bidder. In addition, the City shall cause the Bond Registrar to give written notice of redemption to the registered owners of said Bonds. Each of said written notices shall be deposited in United States first class mail not less than 30 days prior to the date fixed for redemption. All notices of redemption shall state the date of redemption, the redemption price, the Bonds to be redeemed, the place of surrender of Bonds so called for redemption and a statement of the effect of the redemption. The City shall also give such additional notice as may be required by Kansas law or regulation of the Securities and Exchange Commission in effect as of the date of such notice. If any Bond be called for redemption and payment as aforesaid, all interest on such Bond shall cease from and after the date for which such call is made, provided funds are available for its payment at the price hereinbefore specified.

### **Authority, Purpose and Security**

***General.*** The Bonds are being issued pursuant to the Constitution and statutes of the State of Kansas, including K.S.A. 10-116a. K.S.A. 10-1201 *et seq.*, as amended by Charter Ordinance No. 211 of the City. The Series 2015C Bonds are being issued to finance the costs of constructing, reconstructing, altering, repairing, improving, extending or enlarging the City's Water and Sewer Utility (the "Utility"). The Series 2015D Bonds are being issued to refund a prior series of revenue bonds (the "Refunded Bonds") issued to finance improvements to the Utility.

***Security.*** The Bonds and the interest thereon will constitute special obligations of the City, payable solely from, and secured as to the payment of principal and interest by a pledge of, the net revenues of the Utility (the "Net Revenues") as prescribed by the Act on a parity with the Parity Bonds. The taxing power of the City is not pledged to the payment of the Bonds either as to principal or interest. The Bonds shall ***not*** be or constitute a general obligation of the City, nor shall they constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction. Reference is made to the provisions of the Preliminary Official Statement for a more detailed discussion relating to security for the Bonds.

### **Submission of Bids**

***Separate bids shall be submitted for each series of the Bonds, which shall be sold separately.*** Bidders may bid on any or all series of the Bonds. All bids shall be submitted electronically via PARITY® and must be submitted in accordance with its Rules of Participation, as well as the provisions of this Notice. If provisions of this Notice conflict with those of PARITY®, this Notice shall control. Bids must be received prior to the Submittal Hour on the Sale Date accompanied by the Deposit (as hereinafter defined), which shall be submitted separately. The City shall not be responsible for any failure, misdirection or error in the means of transmission selected by any bidder. Information about the electronic bidding services of PARITY® may be obtained from Ipreo at 1359 Broadway, 2nd Floor, New York, New York 10018, Phone No. (212) 849-5023.

### **Conditions of Bids**

Separate proposals will be received on the Bonds bearing such rate or rates of interest as may be specified by the bidders, subject to the following conditions: (a) the same rate shall apply to all Bonds of such series of the same maturity year; (b) no interest rate may exceed a rate equal to the daily yield for the 10-year Treasury Bond published by ***THE BOND BUYER***, in New York, New York, on the Monday next preceding the day on which the Bonds are sold, plus 6%; (c) no supplemental interest payments will be considered and (d) each interest rate specified shall be a multiple of 1/8 or 1/100 of 1%. No bid for less than ***100%*** of the principal amount of each series of Bonds and accrued interest thereon to the date of

delivery will be considered. ***The initial price to the public for each maturity must be 98.0% or greater.*** Each bid shall specify: (a) the total interest cost (expressed in dollars) during the term of the Bonds on the basis of such bid; (b) the purchase price offered by the bidder; (c) the net interest cost (expressed in dollars) on the basis of such bid; and (d) an estimate of the TIC (as hereinafter defined) on the basis of such bid. Each bidder shall certify to the City the correctness of the information contained on the bid form; the City will be entitled to rely on such certifications. Each bidder agrees that, if it is awarded a series of Bonds, it will provide the certification as to initial offering prices described under the caption "Certification as to Offering Price" in this Notice.

### **Good Faith Deposit**

***General.*** Each bid shall be accompanied by a good faith deposit (the Deposit") in an amount equal to ***2% of the principal amount of each series of the Bonds*** as stated on the initial page of this Notice, payable to the order of the City to secure the City from any loss resulting from the failure of the Successful Bidder to comply with the terms of its bid. The Deposit must be in the form of: (a) a certified or cashier's check drawn on a bank located in the United States of America, payable to the order of the City; or (b) a wire of Federal Reserve funds (as described below), immediately available for use by the City. Deposits submitted in the form of a certified or cashier's check must be received by the City prior to 9:30 a.m. Central Daylight Time on the Sale Date. ***Deposits submitted by wire transfer are only required from the Successful Bidder and must be received by 2:00 p.m. Central Daylight Time on the Sale Date.*** If a bid is accepted, the Deposit, or the proceeds thereof, will be held by the City until the Successful Bidder has complied with all of the terms and conditions of this Notice at which time the amount of said Deposit shall be returned to the Successful Bidder or deducted from the purchase price, at the option of the City. If a bid is accepted, but the City fails to deliver the Bonds to the Successful Bidder in accordance with the terms and conditions of this Notice, said Deposit, or the proceeds thereof, will be returned to the Successful Bidder. If a bid is accepted but the Successful Bidder defaults in the performance of any of the terms and conditions of this Notice, the proceeds of such Deposit will be retained by the City as and for liquidated damages. No interest on any Deposit shall be paid by the City.

### ***Deposit Submission Details.***

(a) ***Certified or Cashier's Check.*** Certified or cashier's checks must be delivered to the Debt Coordinator at the address set forth on the last page of this Notice.

(b) ***Wire Transfer.*** Any wire transfer shall be submitted to a financial institution designated by the City, and wire transfer instructions may be obtained from the Debt Coordinator at the address set forth on the last page of this Notice. ***Each wire transfer Deposit must reference "City of Wichita, Kansas, Good Faith Deposit, Utility Revenue Bonds, Series 2015C or Series 2015D."*** Contemporaneously with the submission of a wire transfer Deposit, such bidder shall send an email to the Director of Finance or Debt Coordinator at the email address set forth on the last page of this Notice, including the following information: (i) notification that a wire transfer has been made; (ii) the amount of the wire transfer; (iii) the wire transfer federal reference number; (iv) the name of the bidder for which the wire transfer is to be credited as a Deposit, (v) if the name of the bidder as shown on *PARITY* does not match the name shown as the beneficiary on the wire instructions, the email will also state that the bidder is identified by the beneficiary's name on the wire instructions; and (vi) return wire transfer instructions in the event such bid is unsuccessful.

***Deposit Return Details.*** Good Faith checks submitted by unsuccessful bidders will be returned promptly via United States first class mail; wire transfer Deposits submitted by unsuccessful bidders will not be accepted or shall be returned in the same manner received not later than the next business day

following the Sale Date, and the City reserves the right to withhold reasonable charges for any fees or expenses incurred in returning a wire transfer Deposit.

### **Basis of Award**

**General.** Each series of the Bonds shall be sold separately. The City reserves the right to reject any and/or all bids and to waive any irregularities in a submitted bid. Any disputes arising hereunder shall be governed by the laws of the State of Kansas, and any party submitting a bid agrees to be subject to jurisdiction and venue of the federal and state courts within Kansas with regard to such dispute. Any bid received after the Submittal Hour on the Sale Date will be rejected or returned to the bidder.

**Award.** Subject to the timely receipt of the Deposit set forth above, the award of each series of Bonds will be made on the basis of the lowest true interest cost ("TIC"), which will be determined as follows: the TIC is the discount rate (expressed as a per annum percentage rate) which, when used in computing the present value of all payments of principal and interest to be paid on the series of Bonds, from the payment dates to the Dated Date, produces an amount equal to the price bid, including any adjustments for premium or discount, if any. Present value will be computed on the basis of semiannual compounding and a 360-day year of twelve 30-day months. Bidders are requested to provide a calculation of the TIC for the Bonds on the bid form, computed as specified herein on the basis of their respective bids, which shall be considered as informative only and not binding on either the City or the bidder. The City will verify the TIC based on such bids. If there is any discrepancy between the TIC specified and the bid price and interest rates specified, the specified bid price and interest rates shall govern and the TIC specified in the bid shall be adjusted accordingly. If two or more proper bids providing for identical amounts for the lowest TIC are received for any series, the City Manager or designee, will determine which bid, if any, will be accepted, and such determination is final. ***The award of the Series 2015D Bonds is predicated upon the City achieving a certain level of savings in conjunction with refunding the Refunded Bonds, such amount to be solely determined by the City Manager, or designee.***

### **Ratings**

The City's outstanding Utility revenue bonds are rated "AA-" by Standard & Poor's, a division of McGraw Hill Financial Inc ("S&P"). The City has applied to S&P for a rating on the Bonds. Additional information regarding such application and ratings are further described in the Preliminary Official Statement, as hereinafter described. Any explanations of the significance of such ratings (as well as any positive or negative outlooks thereon or potential changes to any rating in the near future) should be obtained from S&P.

### **Bond Insurance**

The City has **not** applied for any policy of municipal bond insurance with respect to the Bonds, and will not pay the premium in connection with any policy of municipal bond insurance desired by any Successful Bidder. In the event a bidder desires to purchase and pay all costs associated with the issuance of a policy of municipal bond insurance in connection with the Bonds, such indication and the name of the desired insurer must be set forth on the bidder's bid form and the bid must be accompanied by a commitment from the selected insurer and shall specify all terms and conditions to which the City will be required to agree in connection with the issuance of such insurance policy. The City specifically reserves the right to reject any bid specifying municipal bond insurance, even though such bid may result in the lowest TIC to the City.

## CUSIP Numbers

The CUSIP Service Bureau will be requested to assign CUSIP identification numbers to the Bonds, and such numbers shall be printed on the Bonds; however, neither the failure to assign any such number to or print any such number on any Bond, nor any error with respect thereto, shall constitute cause for the failure or refusal by the Successful Bidder to accept delivery of and to make payment for the Bonds in accordance with the terms of this Notice and of its bid. All expenses in relation to the printing of the CUSIP numbers and the expenses of the CUSIP Service Bureau for the assignment thereof shall be the responsibility of and shall be paid for by the City.

## Delivery and Payment

The City will pay for printing the Bonds and will deliver the Bonds properly prepared, executed and registered without cost on or about **NOVEMBER 12, 2015** (the "Closing Date"), at DTC for the account of the Successful Bidder. Each Successful Bidder will be furnished with a certified transcript of the proceedings in CD-ROM format evidencing the authorization and issuance of the Bonds and the usual closing documents, including a certificate that there is no litigation pending or threatened at the time of delivery of the Bonds affecting their validity and a certificate regarding the completeness and accuracy of the Official Statement. Payment for the Bonds shall be received by 12:00 noon, Central Daylight Time, on the Closing Date, in Federal Reserve funds immediately available for use by the City. The City will deliver a single Bond for each maturity of Bonds registered in the nominee name of DTC.

## Reoffering Prices

The Successful Bidder will be required to complete, execute and deliver to the City prior to the delivery of the Bonds, a written certification (the "Issue Price Certificate") containing the following: (a) the initial offering price and interest rate for each maturity of the Bonds; (b) that all of the Bonds were offered to the public in a bona fide public offering at the initial offering prices on the Sale Date; and (c) on the Sale Date the Successful Bidder reasonably expected that at least 10% of each maturity of the Bonds would be sold to the "public" at prices not higher than the initial offering prices. For purposes of the preceding sentence "public" means persons other than bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters or wholesalers. However, such Issue Price Certificate may indicate that the Successful Bidder has purchased the Bonds for its own account in a capacity other than as an underwriter or wholesaler, and currently has no intent to reoffer the Bonds for sale to the public. *Such initial offering prices to the public must also be included in the Official Bid Form submitted for the Bonds.*

At the request of the City, the Successful Bidder will provide information explaining the factual basis for the Successful Bidder's Issue Price Certificate. This agreement by the Successful Bidder to provide such information will continue to apply after the Closing Time if: (a) the City requests the information in connection with an audit or inquiry by the Internal Revenue Service (the "IRS") or the Securities and Exchange Commission (the "SEC"); or (b) the information is required to be retained by the City pursuant to future regulation or similar guidance from the IRS, the SEC or other federal or state regulatory authority.

## **Preliminary Official Statement and Official Statement**

On October 6, 2015, the Governing Body authorized and directed the preparation of a Preliminary Official Statement “deemed final” by the City except for the omission of certain information as provided in Securities and Exchange Commission Rule 15c2-12, copies of which may be obtained by contacting the Department of Finance at the address set forth on the last page of this Notice or by visiting [www.onlinemuni.com](http://www.onlinemuni.com). Authorization is hereby given to redistribute this Notice and the Preliminary Official Statement, but this entire Notice and the entire Preliminary Official Statement, and not portions thereof, must be redistributed. Upon the sale of the Bonds, the City will prepare the final Official Statement and will furnish the Successful Bidder, without cost, within seven business days of the acceptance of the Successful Bidder's proposal, with a sufficient number of copies thereof, which may be in electronic format, in order to comply with the requirements of Rule 15c2-12(3) and (4) of the Securities and Exchange Commission and Rule G-32 of the Municipal Securities Rulemaking Board (collectively the “Rules”). The City's acceptance, including electronic acceptance through PARITY®, of the Successful Bidder's proposal for the purchase of the Bonds in accordance with this Notice shall constitute a contract between the City and the Successful Bidder for purposes of the Rules. The City designates the senior managing underwriter of any syndicate of the Successful Bidder as agent for purposes of distributing copies of the final Official Statement to each participating underwriter. Any bidder submitting a bid for the purchase of the Bonds agrees thereby that if such bid is accepted: (a) it shall accept such designation, and (b) it shall enter into a contractual relationship with all participating underwriters of the Bonds for purposes of assuring the receipt by each such participating underwriter of the final Official Statement. Additional copies may be ordered by the Successful Bidder at its expense.

## **Continuing Disclosure**

The Securities and Exchange Commission (the “SEC”) has promulgated amendments to its Rule 15c2-12 (the “Rule”) requiring continuous secondary market disclosure for certain issues. In the resolutions authorizing the Bonds, the City has covenanted to enter into an undertaking (the “Undertaking”) for the benefit of the holders of the Bonds to send to the Municipal Securities Rulemaking Board (the “MSRB”) through the Electronic Municipal Market Access facility, or other applicable entity as required or permitted under the Rule, certain financial information and operating data annually and to provide notice to the MSRB of certain events, pursuant to the requirements of the Rule. For further information regarding the Undertaking, reference is made to the caption “CONTINUING DISCLOSURE” in the Preliminary Official Statement.

## **Legal Opinion**

The Bonds will be sold subject to the approving legal opinion of GILMORE & BELL, P.C., WICHITA, KANSAS, Bond Counsel, which opinion will be furnished and paid for by the City, will be printed on the Bonds, if the Bonds are printed, and will be delivered to the Successful Bidder when the Bonds are delivered. Said opinion will also include the opinion of Bond Counsel relating to the interest on the Bonds being excludable from gross income for federal income tax purposes and exempt from income taxation by the State of Kansas. Reference is made to the Preliminary Official Statement for further discussion of federal and Kansas income tax matters relating to the interest on the Bonds.



## Additional Information

Additional information regarding the Bonds, the delivery of the Deposit and notification regarding the same may be obtained from the Department of Finance, 12th Floor, City Hall, 455 North Main, Wichita, Kansas 67202-1679, or by contacting:

Ms. Shawn Henning  
Director of Finance  
Phone: (316) 268-4300  
Fax: (316) 219-6244  
Email: [shenning@wichita.gov](mailto:shenning@wichita.gov)

Ms. Cheryl Busada  
Debt Coordinator  
Phone: (316) 268-4143  
Fax: (316) 219-6216  
[cbusada@wichita.gov](mailto:cbusada@wichita.gov)

**BY ORDER OF THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, ON  
OCTOBER 6, 2015.**

(Seal)

ATTEST:

By: /s/ Jeff Longwell  
Jeff Longwell, Mayor

By: /s/ Karen Sublett, City Clerk  
Karen Sublett, City Clerk

City of Wichita  
City Council Meeting  
October 6, 2015

**TO:** Mayor and City Council

**SUBJECT:** Buffalo Park Improvements (District V)

**INITIATED BY:** Department of Park and Recreation

**AGENDA:** Consent

---

**Recommendation:** Accept the grant, increase the project budget, adopt the amended bonding resolution, accept the recommended bid above the engineer's estimate, and authorize all necessary signatures.

**Background:** On April 8, 2014, the City Council approved a grant application for \$250,000 in grant funds from the Land and Water Conservation Fund (LWCF), through the Kansas Department of Wildlife, Parks and Tourism (KDWP). This application required a \$250,000 City match. On February 3, 2015, the City Council approved \$1 million in CIP funding for Buffalo Park improvements.

**Analysis:** On September 9, 2015 the Park & Recreation Department (P&R) was notified of the successful grant award of \$250,000 from the Land and Water Conservation Fund (LWCF) for the Buffalo Park improvements.

Staff developed a plan for park improvements including a restroom/shelter building, spray park, improved parking and "neighborhood green." Stakeholders within the community were included in the design process and charrettes, and their ideas and direction were developed into a prairie-themed design representing native grasses and buffalo along with several distinctive features and components.

During the procurement process, a bid package was prepared that included base components, along with add alternates to provide additional security, durability and the most flexibility in meeting public expectations. However, all responsive base bids greatly exceeded the Engineer's Estimate, as well as the total funding available for this project. Accepting the lowest responsive bid will allow the project to proceed without requiring it to be re-bid, thus eliminating a potential increase in the cost and delay in construction of the improvements. In accordance with Charter Ordinance No. 222, staff recommends the City Council approve acceptance of the lowest bid based on the best interest of the City.

**Financial Considerations:** The existing project budget for Buffalo Park is \$1,000,000, funded with General Obligation (GO) at-large bonds. An additional \$250,000 is now available with the award of the Kansas Department of Wildlife, Parks and Tourism grant. The required match for this grant of \$250,000 is included in this project budget. To allow acceptance of the lowest responsive bid, staff recommends an additional \$400,000 in GO at-large bond funding, resulting in a revised project budget of \$1,650,000. Staff recommends shifting \$400,000 allocated in the Adopted 2015-2024 CIP for 2016 Park facility improvements to the Buffalo Park project to provide adequate budget for improvements.

**Legal Considerations:** The amending resolution and LWCF grant award has been reviewed and approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the City Council: 1) accept the grant; 2) authorize the increased project budget; 3) adopt the amended bonding resolution; 4) approve acceptance of the lowest bid with approved add alternates exceeding the Engineer's Estimate; and 5) authorize the necessary signatures.

**Attachments:** Site Plan, grant award, amending resolution, and bid summary.

# Buffalo Park Site Plan



**First Published in the Wichita Eagle on October 9, 2015**

**RESOLUTION NO. 15-332**

A RESOLUTION AMENDING RESOLUTION NO. 15-036, AND AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE FOR BUFFALO PARK IMPROVEMENTS.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS;

SECTION 1: That the description of Project Authorization identified in Section 1 of Resolution No. 15-036, adopted February 3, 2015, is hereby amended to read as follows:

It is hereby authorized, ordered and directed that the Project be completed at an estimated cost of \$1,650,000.

SECTION 2: That Section 2 of Resolution No. 15-036 is hereby amended to provide the cost of said public improvements shall be paid by the issuance and sale of general obligation bonds by the City of Wichita at large, in the manner provided by law and under the authority of City of Wichita Charter Ordinance No. 156. The total cost is estimated at \$1,650,000, exclusive of the costs on borrowed money with \$250,000 expected to be paid from grant funds from the Land & Water Conservation Fund (LWCF) and \$1,400,000 paid by the City. Said City share, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds.

SECTION 3: That the advisability of said improvements is established as authorized by City of Wichita Charter Ordinance No. 156.

SECTION 4: That this resolution shall take effect and be in force from and after its passage and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this 6th day of October, 2015.

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JEFF LONGWELL, MAYOR

ATTEST:

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KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

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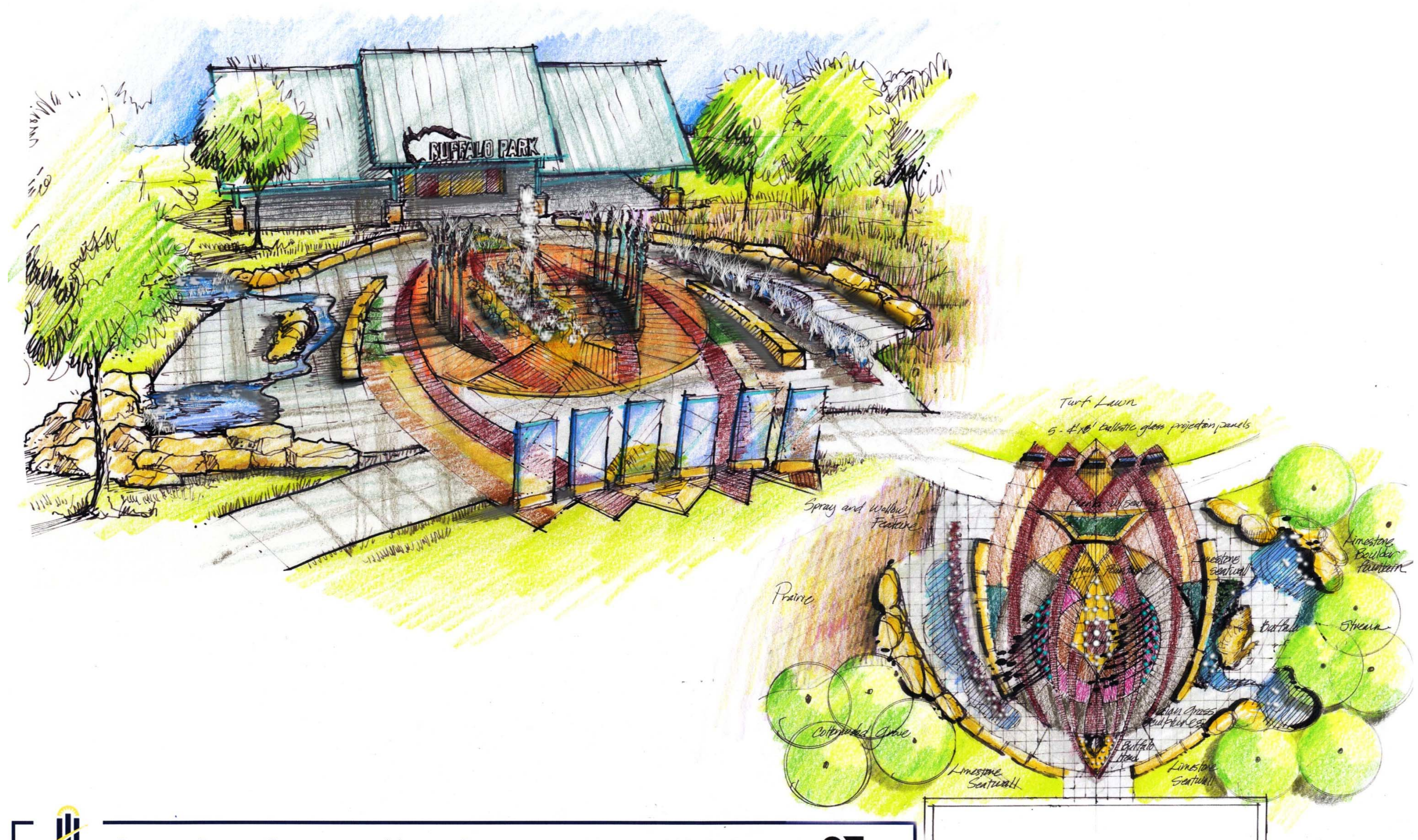
JENNIFER MAGANA, DIRECTOR OF LAW

# Buffalo Park

## Proposed Improvements







**BUFFALO PARK - CONCEPTUAL MASTER PLAN**  
**WICHITA, KS**

**Water Feature**  
**February 13, 2014**





**City of Wichita  
City Council Meeting  
October 6, 2015**

**TO:** Mayor and City Council

**SUBJECT:** Mobility Management Services (All Districts)

**INITIATED BY:** Wichita Transit

**AGENDA:** Consent

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**Recommendation:** Approve the contract for Mobility Management Services.

**Background:** Wichita Transit operates an in-house fleet of 24 paratransit vans and contracts with five agencies to provide paratransit services in the Wichita city limits. Wichita Transit is responsible for providing transportation services in a coordinated and cost effective manner and to ensure compliance with the Americans with Disabilities Act (ADA). In 2013, a review of the agencies was completed by RLS and Associates. The review recommended actions to improve coordination of services consistent with the Coordinated Public Transportation-Human Services Plan. The review also found agencies to be out of compliance with Federal Transit Administration (FTA) regulations. Issues of coordination and compliance have continued. In June of this year, RLS & Associates conducted a mini audit of the five agencies. All agencies continue to be out of compliance with FTA regulations. In addition, the review revealed that the agencies had not been selected through an FTA compliant procurement.

**Analysis:** Wichita Transit is seeking mobility management services to assist in improving coordination and in resolving compliance issues. The contractor will assist in a competitive procurement for purchased rides. The mobility management services will include:

- Analyze all ADA eligibility criteria and recertify clients
- Determine the trip load for ADA eligible rides
- Prepare a proper procurement for purchased ADA rides
- Centralize scheduling and dispatching of rides
- Update operating policies and procedures

Wichita Transit received three proposals for Mobility Management Services. RLS & Associates was the top ranked proposer by the selection committee.

**Financial Consideration:** RLS & Associates proposed a cost of \$174,140.90 for its services. During negotiations the cost was reduced to \$160,000 by reducing the scope. The original proposal was for 18 months with one week of onsite work a month. The hours included for oversight and technical assistance in months 16-18 were reduced lowering the cost to \$160,000. New Freedom funding awarded through WAMPO for \$115,000 will be used for the contract. New Freedom funding is 100% Federal funding. The remaining \$45,000 will be paid with FTA Section 5307 planning funds (\$36,000 Federal portion and \$9,000 local match).

**Legal Consideration:** The Law Department has reviewed and approved this contract as to form.

**Recommendation/Actions:** It is recommended that the City Council approve the selection of RLS & Associates for Mobility Management Services.



**Attachment(s):** Contract with RLS & Associates

**CONTRACT**  
**For**  
**Mobility Management Services**

**THIS CONTRACT** entered into this 6<sup>th</sup> day of October, 2015, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and RLS and Associates, hereinafter called "**CONSULTANT**".

**WITNESSETH:**

**WHEREAS**, the **CITY** has solicited a proposal for Mobility Management Services (Formal Proposal – FP540043); and

**WHEREAS**, the **CONSULTANT** has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY**.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. **Scope of Services.** **CONSULTANT** shall provide to the **CITY** all those commodities and/or services specified in its response to Formal Proposal Number – FP540043, as negotiated in this contract per Exhibit B. The proposal package, including all specifications, plans, FTA Clauses, and addenda, provided by the **CITY** as part of the proposal letting process for Formal Proposal – FP540043, shall be considered a part of this contract and is incorporated by reference herein.

2. **Compensation.** **CITY** agrees to pay to **CONSULTANT** the **total cost of \$160,000**, for Mobility Management Services for specifications and plans as negotiated in Exhibit B. Consultant will adhere to FTA Clauses and addenda in **CONSULTANT's proposal** of August 18, 2015, as attached as Exhibit C.

3. **Term.** **CONSULTANT** further agrees that the work under this contract shall be completed to the full satisfaction of the City Purchasing Manager of the **CITY**. **To be completed by March 30, 2017, unless otherwise amended during the contract period.** Working days shall be as defined in the Standard Specifications of the **CITY**. This contract is subject to cancellation by the **CITY**, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **CONSULTANT**.

#### 4. **Indemnification and Insurance.**

a. **CONSULTANT** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property or other liability loss arising from or caused by errors, omissions or negligent acts of **CONSULTANT**, its officers, agents, servants, or employees, occurring in the performance of its services under this contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this contract.

b. **CONSULTANT** will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

1. Comprehensive General Liability covering premises—operations, Product/Completed operations, Broad Form Property Damage, and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	\$1,000,000 each occurrence \$1,000,000 each aggregate
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Property Damage Liability	\$1,000,000 each occurrence \$1,000,000 each aggregate
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Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$1,000,000 each occurrence \$1,000,000 each aggregate
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2. Comprehensive Automobile Liability including all owned, non-owned and hired vehicles with minimum limits for:

Bodily Injury Liability	\$500,000 each accident
Property Damage Liability	\$500,000 each accident

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 each accident
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3. Workers' Compensation Statutory

Employers Liability	\$100,000 each accident \$500,000 aggregate \$100,000 occupational disease
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The Insurance Certificate must contain the following:

- A. Statement that the Contractual Liability includes the Liability of the **CITY** assumed by the **CONSULTANT** in the contract documents.
  - B. Cancellation – should any of the above policies be canceled before the expiration date thereof the issuing company will provide the certificate holder equal notice as the primary insured.
5. **Independent CONSULTANT.** The relationship of the **CONSULTANT** to the **CITY** will be that of an independent contractor. No employee or agent of the **CONSULTANT** shall be considered an employee of the **CITY**.
6. **Compliance with Laws.** **CONSULTANT** shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this Contract.
7. **No Assignment.** The services to be provided by the **CONSULTANT** under this Contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the **CITY**.
8. **Non-Discrimination.** **CONSULTANT** shall comply with all applicable requirements of the **CITY** Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.
9. **Third Party Rights.** It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Contract to create the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.
10. **No Arbitration.** The **CONSULTANT** and the **CITY** shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.
11. **Governing Law.** This contract shall be interpreted according to the laws of the State of Kansas. The parties agree that this contract has been created in Kansas.
12. **Representative's Authority to Contract.** By signing this contract, the representative of the **CONSULTANT** represents that he or she is duly authorized by the **CONSULTANT** to execute this contract, and that the governing board of the **CONSULTANT** has agreed to be bound by all its provisions.

**IN WITNESS WHEREOF**, the parties have set their hands the day and year first above written.

**ATTEST:**

**CITY OF WICHITA, KANSAS**

\_\_\_\_\_  
Karen Sublett  
City Clerk

\_\_\_\_\_  
Jeff Longwell  
Mayor

**APPROVED AS TO FORM:**

**CONSULTANT**

\_\_\_\_\_  
Jennifer Magana  
Director of Law

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Title (President or Corporate Officer)*

## **EXHIBIT A**

### **REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, Contractor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, Contractor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
  - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or Contractor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The Contractor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
  2. The Contractor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the Contractor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
  3. The Contractor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the Contractor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the Contractor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
  4. The Contractor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subcontractor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, Contractors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those Contractors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, Contractor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.



## **EXHIBIT B**

### **Proposed Timeline, Scope and Costs**

Notice to Proceed – October 6, 2015

Task 1: Develop Understanding of Current Environment (October 2015 – January 2016)

- Project Initiation/Background – Review past studies and meet with Wichita Transit
- Develop Understanding of current operations
- Develop a vision for future service structure
- Gather Existing policies, procedures and manuals
- Analyze current provider contracts
- Define ADA complementary paratransit service parameters

Task 2: Develop RFP (October 2015 – January 2016)

- Provide example RFPs with various approaches
- Prepare a list of potential vendors
- Work with WT to develop RFP, timeline, responsibilities, reporting, oversight, data collection, insurance requirements etc.
- Assist with dissemination of RFP
- Develop scoring criteria
- Insure FTA procurement compliance
- Assistance in development of interview questions and evaluation tool
- Participate in Contractor Interviews/Communications with Vendors.

Task 3: Paratransit Contract Management (January – May 2016)

- Data accuracy
- Federal and State compliance
- Contract compliance
- Spot checks on service delivery, operations, training and maintenance
- Outreach to riders –surveys, community meetings, paratransit committee
- Train WT employees to manage contract(s)

Task 4: ADA Paratransit Eligibility Process (January – May 2016)

- Review and modify existing eligibility documents
- Review process of determining eligibility –including temporary, visitor, and permanent eligibility
- Identify method of moving appropriate riders to fixed route
- Develop a mechanism for keeping eligibility list current
- Review existing marketing of ADA paratransit service
- Oversee phased re-certification process

Task 5: Provide Transition and Technical Assistance (June – September 2016)

- Refine/Develop policies and procedures

- Evaluate service area
- Review marketing
- Finance monitoring of ADA service

Task 6: Provide On-going Technical Assistance and Training (October 2016 – March 2017)

- Provider oversight
- On-going technical assistance
- Train scheduling and dispatch staff

## EXHIBIT C

# FEDERAL TRANSIT ADMINISTRATION

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### **FTA Required Clauses for Professional Services**

1. Fly America Requirements
2. Energy Conservation Requirements
3. Clean Water Requirements
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5. Access to Records and Reports
6. Federal Changes
7. Clean Air
8. No Government Obligation to Third Parties
9. Program Fraud and False or Fraudulent Statements and Related Acts
10. Termination
11. Government-wide Debarment and Suspension (Nonprocurement)
12. Civil Rights Requirements
13. Breaches and Dispute Resolution
14. Disadvantaged Business Enterprises (DBE)
15. Incorporation of Federal Transit Administration (FTA) Terms

## **1. FLY AMERICA REQUIREMENTS**

**49 U.S.C. § 40118  
41 CFR Part 301-10**

### **Fly America Requirements**

The Contractor agrees to comply with 49 U.S.C. 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

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## **2. ENERGY CONSERVATION REQUIREMENTS**

**42 U.S.C. 6321 et seq.  
49 CFR Part 18**

**Energy Conservation** - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

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## **3. CLEAN WATER REQUIREMENTS**

**33 U.S.C. 1251**

**Clean Water** - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

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## **4. LOBBYING**

**31 U.S.C. 1352**  
**49 CFR Part 19**  
**49 CFR Part 20**

**Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]** - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date

\_\_\_\_\_

## **5. ACCESS TO RECORDS AND REPORTS**

**49 U.S.C. 5325**  
**18 CFR 18.36 (i)**  
**49 CFR 633.17**

**Access to Records** - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA

Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.



## Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
<u>I State Grantees</u>						
a. Contracts below SAT (\$100,000)	None	Those imposed on state pass thru to Contractor	None	None	None	None
b. Contracts above \$100,000/Capital Projects	None unless <sup>1</sup> non-competitive award		Yes, if non-competitive award or if funded thru <sup>2</sup> 5307/5309/5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
<u>II Non State Grantees</u>						
a. Contracts below SAT (\$100,000)	Yes <sup>3</sup>	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
b. Contracts above \$100,000/Capital Projects	Yes <sup>3</sup>		Yes	Yes	Yes	Yes

Sources of Authority:

<sup>1</sup> 49 USC 5325 (a)

<sup>2</sup> 49 CFR 633.17

<sup>3</sup> 18 CFR 18.36 (i)

## **6. FEDERAL CHANGES**

### **49 CFR Part 18**

**Federal Changes** - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

**7. CLEAN AIR**  
**42 U.S.C. 7401 et seq**  
**40 CFR 15.61**  
**49 CFR Part 18**

**Clean Air** - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

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**8. NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

**No Obligation by the Federal Government.**

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

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**9. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS**  
**AND RELATED ACTS**  
**31 U.S.C. 3801 et seq.**  
**49 CFR Part 31 18 U.S.C. 1001**  
**49 U.S.C. 5307**

**Program Fraud and False or Fraudulent Statements or Related Acts.**

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying

contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

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## **10. TERMINATION**

### **49 U.S.C. Part 18**

### **FTA Circular 4220.1E**

**a. Termination for Convenience (General Provision)** the City of Wichita may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City of Wichita to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of Wichita, the Contractor will account for the same, and dispose of it in the manner the City of Wichita directs.

**b. Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City of Wichita may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City of Wichita that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City of Wichita, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

**c. Opportunity to Cure (General Provision)** the City of Wichita in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to the City of Wichita's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from the City of Wichita setting forth the nature of said breach or default, the City of Wichita shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City of Wichita from also pursuing all available remedies against Contractor and its sureties for said breach or default.

**d. Waiver of Remedies for any Breach** In the event that the City of Wichita elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the City of Wichita shall not limit the City of Wichita's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

**e. Termination for Convenience (Professional or Transit Service Contracts)** the City of Wichita, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the City of Wichita shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

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## **11. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**

### **Suspension and Debarment**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by The City of Wichita. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to The City of Wichita, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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## **12. CIVIL RIGHTS REQUIREMENTS**

**29 U.S.C. § 623, 42 U.S.C. § 2000  
42 U.S.C. § 6102, 42 U.S.C. § 12112  
42 U.S.C. § 12132, 49 U.S.C. § 5332  
29 CFR Part 1630, 41 CFR Parts 60 et seq.**

**Civil Rights** - The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

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### **13. BREACHES AND DISPUTE RESOLUTION**

#### **49 CFR Part 18**

#### **FTA Circular 4220.1E**

**Disputes** - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City of Wichita's Contract Compliance Officer. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Contract Compliance Officer. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Contract Compliance Officer shall be binding upon the Contractor and the Contractor shall abide by the decision.

**Performance During Dispute** - Unless otherwise directed by the City of Wichita, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

**Claims for Damages** - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

**Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City of Wichita and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the state of Kansas in which the City of Wichita is located.

**Rights and Remedies** - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to

act by the City of Wichita, (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

#### **14. DISADVANTAGED BUSINESS ENTERPRISE (DBE)** **49 CFR Part 26**

##### **Disadvantaged Business Enterprises**

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is **.68 %**.
- b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as City of Wichita deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

- c. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the City of Wichita. In addition, **the contractor may not hold retainage from its subcontractors**.
- d. The contractor must promptly notify The City of Wichita, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of The City of Wichita.

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#### **15. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS** **FTA Circular 4220.1E**

**Incorporation of Federal Transit Administration (FTA) Terms** - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the

event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Wichita requests which would cause the City of Wichita to be in violation of the FTA terms and conditions.

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City of Wichita  
City Council Meeting  
October 6, 2015

**TO:** Mayor and City Council

**SUBJECT:** Surplus of City-owned Property at 1352 N. Minneapolis (District I)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

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**Recommendation:** Approve the sale.

**Background:** The City has completed a project to widen East 13<sup>th</sup> Street North between Hydraulic and Oliver. The improvements included adding a center turn lane, relocating the sidewalks away from the back of the curb, improving the storm sewer system and landscaping. The project required the acquisition of all or part of 78 tracts. At the completion of construction, 24 parcels were identified as being potentially marketable. On July 7, 2015, City Council declared the 24 parcels available as surplus. The parcel at 1352 N. Minneapolis, located at the southeast corner of 13<sup>th</sup> and Minneapolis, is one of the 24 surplus parcels. The improvements were razed and the remnant site is currently vacant land.

**Analysis:** Prior to the road improvement project, the property at 1352 N. Minneapolis was comprised of Lots 86-89, Rosenthal's 2<sup>nd</sup> Addition to Wichita. All of Lot 86 and the north 20 feet of Lot 87 will be retained by the City as road right-of-way. The remainder of that site is defined as the remnant parcel. The Beacon of Hope Missionary Church (Beacon) is currently constructing a new church across the street from the remnant parcel at the southwest corner of 13<sup>th</sup> and Minneapolis. Beacon made an offer in the amount of \$2,000 for the remnant. The remnant property will be developed to allow for additional church parking or as part of a future expansion of the Beacon of Hope Missionary Baptist Church.

**Financial Considerations:** The City will receive cash consideration for the sale of the properties. The proceeds from the sale, net fees and operating expenses, will be deposited to the General Fund or as directed. Additionally, the sale of this property to a private party will place additional value into the tax base and relieve the City of the cost to maintain the property.

**Legal Considerations:** The Law Department has approved the real estate agreement as to form.

**Recommendation/Action:** It is recommended that the City Council 1) approve the sale; 2) approve the real estate agreement; and 3) authorize any necessary signatures.

**Attachments:** Real estate agreement, warranty deed, and aerial map.

## REAL ESTATE SALE CONTRACT

THIS AGREEMENT, Made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015 by and between the City of Wichita, Kansas, a municipal corporation, party of the First Part, hereinafter referred to as "Seller," whether one or more, and Beacon of Hope Missionary Baptist Church, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

**WITNESSETH:** That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient warranty deed for the following described real property, situated in Sedgwick County, Kansas, to-wit:  
  
The South 5 feet of Lot 87 and all of Lots 88 and 89, Rosenthal's 2<sup>nd</sup> Addition
2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above-described real property, the sum of Two Thousand Dollars and Zero Cents (\$2,000) in the manner following to-wit: cash at closing
3. The Buyer agrees that the parcel described above will not be developed or sold separately from its adjacent ownership located thereon Lots 61-67, Rosenthals's 2<sup>nd</sup> Addition.
4. Seller and Buyer agree to convey title in and to the above-described real property, subject to easements, restrictions and special assessments of record, if any, acceptable to the other party. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid by Buyer.
5. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.
6. It is further agreed by and between the parties hereto that all rentals, insurance (if policies acceptable to Buyer), and interest, if any shall be adjusted and prorated as of the closing date. Taxes and specials shall be pro-rated for calendar year on the basis of 100% of taxes levied for the prior year. All prior years specials and taxes shall be current at time of closing.
7. The Seller further agrees to convey the above-described premises and deliver possession of the same in the same condition as they now are, reasonable wear and tear accepted.
8. Seller shall place no encumbrances on the property during the period from execution of this contract to closing. In addition, Seller shall be responsible for carrying such insurance as is reasonable on the improvements up until the closing date.
9. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before October 30, 2015.
10. Possession to be given to Buyer at closing

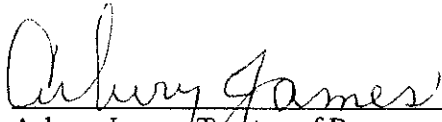
11. Closing costs, if any, shall be paid 50% by Buyer and 50% by Seller.
12. The parties covenant and agree that except for closing, title insurance, easement description, and commissions referenced elsewhere herein, each is solely responsible for the payment of any fee for brokerage, technical or other professional services relating to the execution and performance of this Contract incurred by such party.
13. Seller makes no warranty or guarantee as to the suitability of the real property proposed for trade for the intended use of Buyer. Therefore, Buyer covenants and agrees that Buyer at Buyer's own expense, shall examine the real property in order to determine such suitability including but not limited to:
  - A. Soils data and geology, drainage, hydrology and topographical features that would affect any present or future intended use;
  - B. The presence or absence of any contamination by any hazardous substance;
  - C. The quality and quantity of water available by on-site water wells, and the availability of a permit or permits therefore;
  - D. The nature, extent, and cost of public utilities needed to serve all or a portion of such real property;
  - E. The extent and cost of compliance with subdivision regulations, building codes and other applicable rules and regulations involving public improvements, private improvements, access, building setbacks, public dedications, platting and replatting requirements of such real property;
  - F. The nature and extent of zoning and subdivision statutes, laws, ordinances and regulations affecting the present use, and the ease or difficulty involved in the zone-change and subdivision approval procedures necessary or desirable to allow for the Buyer's intended use or uses.
14. Buyer also covenants and agrees that Buyer, his agents, successors and assigns any future use of the property as described above for the following uses shall be prohibited:
  - A. Adult Book and Video Stores
  - B. Community Correctional Facilities
  - C. Half-way Houses
  - D. Drug or Alcohol Rehabilitation Facilities
  - E. Multi-game, Casino-style Gambling Facilities
  - F. New or Used Car Sales
  - G. Commercial Billboards
15. The covenants and agreements contained in Paragraphs 13 and 14 shall survive the closing of the sale intended hereby, and they shall bind the buyer as fully after the sale as they do before.
16. Buyer hereby agrees; a) Buyer is accepting the subject property on an "AS IS" basis and in "AS IS" condition; and that Buyer's decision to enter into this contract and any future decisions he may make with regard to the property have been and will be made based on his own inspections. Buyer acknowledges that no representations or warranties as to character, quality, value, or condition have been made by any of the brokers or agents

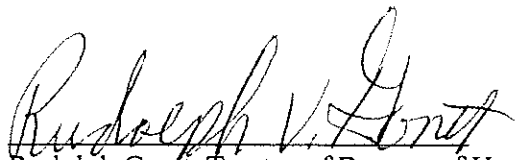
involved, and also agrees not to make any claim against the Seller or the brokers involved.

17. Buyer hereby agrees to dedicate a permanent easement to the City of Wichita, Kansas for that part of the as-built sidewalk is located thereon Lot 87, Rosenthal's 2<sup>nd</sup> Addition, if the City of Wichita notices said Buyer of the need for an easement within six months of the closing date.
18. Agency Disclosure: June Loggins-Hicks of Classic Real Estate, Inc. is representing the Buyer.
19. Seller agrees to pay 6% real estate commission based on the gross purchase prices in cash at closing.

**WITNESS OUR HANDS AND SEALS** the day and year first above written.

**BUYER**

  
Arbery James, Trustee of Beacon of Hope  
Missionary Baptist Church

  
Rudolph Garnt, Trustee of Beacon of Hope  
Missionary Baptist Church

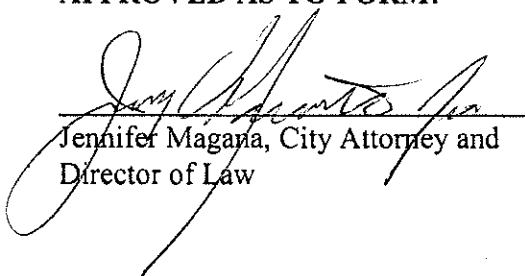
**SELLER**

\_\_\_\_\_  
Jeff Longwell, Mayor

**ATTEST:**

\_\_\_\_\_  
Karen Sublett, City Clerk

**APPROVED AS TO FORM:**

  
Jennifer Magana, City Attorney and  
Director of Law

**KANSAS WARRANTY DEED**

Grantor(s): **The City of Wichita, Kansas, a Municipal corporation**

Grantee(s): **Beacon of Hope Missionary Baptist Church**

Grantee(s) mailing address:

In consideration of One Dollar and other valuable consideration, the receipt of which is hereby acknowledged, the Grantor(s) ***GRANT, BARGAIN, SELL AND CONVEY*** to Grantee(s), the following described premises, to wit:

The south 5 feet of Lot 87 and all of Lots 88 and 89, Rosenthal's 2<sup>nd</sup> Addition to Wichita, Sedgwick County, Kansas.

Subject to all easements, restrictions, reservations and covenants, if any, now of record.

The Grantor(s) hereby covenanting that the Grantor(s), their heirs, successors and assigns, will ***WARRANT AND DEFEND*** the title to the premises unto the Grantee(s), their heirs, successors and assigns, against the lawful claims of all persons whomsoever, excepting however the general taxes for the current calendar year and thereafter, and the special taxes becoming a lien after the date of this deed.

Dated: \_\_\_\_\_, 2015

The City of Wichita, Kansas, a municipal corporation:

\_\_\_\_\_  
Jeff Longwell, Mayor

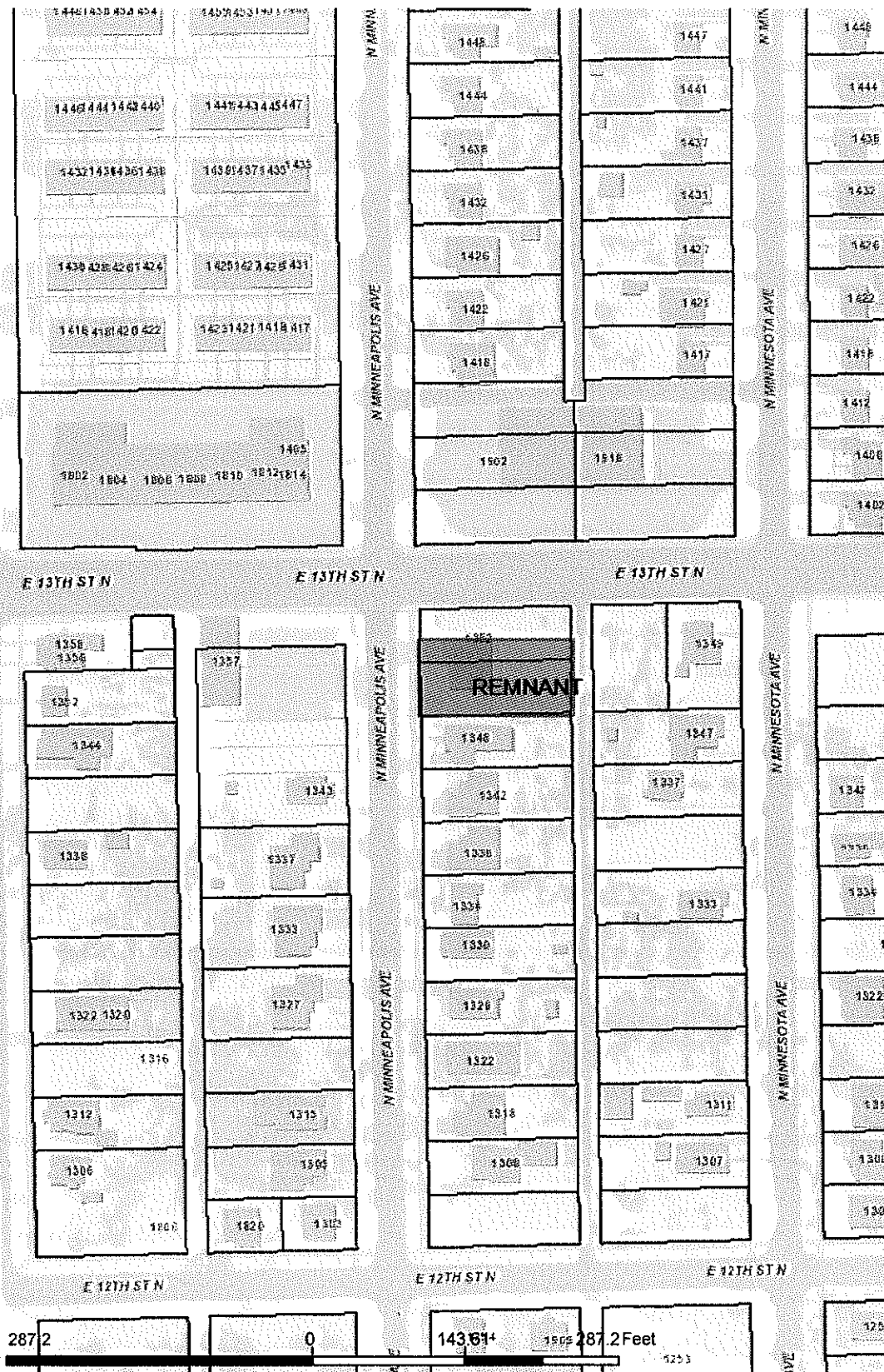
On \_\_\_\_\_, 2015, this deed was acknowledged before me by Jeff Longwell, Mayor of the City of Wichita, Kansas, a municipal corporation.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_



# 1352 N Minneapolis



## Legend

☐ Parcels

1: 1,723



This information is not an official record, and cannot be used as such. The user should rely only upon official records available from the custodian of records in the appropriate City and/or County department. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita.

Map Created On: 9/22/15 3:28 PM

City of Wichita  
City Council Meeting  
October 6, 2015

**TO:** Mayor and City Council

**SUBJECT:** Amending Preliminary Estimate for Improvements to Serve Southfork Addition (District III)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

---

**Recommendation:** Approve the amended preliminary estimate.

**Background:** On July 14, 2015, the City Council approved a preliminary estimate for improvements to serve Southfork Addition. A review of the preliminary estimate revealed a technical error that should be corrected.

**Analysis:** The original preliminary estimate listed project numbers as 470148 and 448-90558, and the organizational cost account as 735475. An amending preliminary estimate has been prepared to correct the project numbers as 490297 and 472-85050, and the organizational cost account as 766279.

**Financial Considerations:** The budget remains \$2,808,000, as previously approved on July 14, 2015.

**Legal Considerations:** The Law Department has reviewed and approved this item as to form.

**Recommendation/Action:** It is recommended that the City Council approve the amended preliminary estimate and authorize the necessary signatures.

**Attachment:** Amended preliminary estimate.

THE CITY OF WICHITA  
Department of Public Works

Wichita, Kansas

**NOT TO BE ADVERTISED  
PRELIMINARY ESTIMATES  
FOR CITY COUNCIL OCTOBER 6, 2015**

**PRELIMINARY ESTIMATE** of the cost of paving improvements to serve Southfork Addition  
(District III) (472-85050/766279/490-297) – Total Estimated Cost \$2,808,000



To the City Council  
Wichita, Kansas

Date of CC 10/06/2015  
(OCA/PROJ) 766279/472-85050  
(PPN) 490-297

**THIS PROJECT IS NOT TO BE ADVERTISED FOR BIDS**

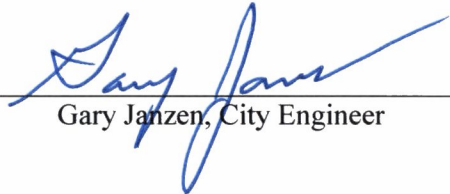
**PRELIMINARY ESTIMATE** of the cost of paving improvements to Southfork Addition  
(District III).

All work done and all materials furnished to be in accordance with plans and specifications on file  
in the office of the City Engineer.

Total Estimated Cost \$2,808,000

CITY OF WICHITA  
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

  
\_\_\_\_\_  
Gary Janzen, City Engineer

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
City Clerk

**PRELIMINARY ESTIMATE** of the cost of paving improvements to serve Southfork Addition  
(District III) (472-85050/766279/490-297) – Total Estimated Cost \$2,808,000

Page \_\_\_\_\_

Exhibit \_\_\_\_\_

City of Wichita  
City Council Meeting  
October 6, 2015

**TO:** Mayor and City Council  
**SUBJECT:** Contract for Indigent Defense Services  
**INITIATED BY:** Municipal Court  
**AGENDA:** Consent

---

**Recommendation:** Approve the contract and authorize the necessary signatures.

**Background:** For over 50 years, the U.S. Supreme Court has interpreted the U.S. Constitution as requiring prosecuting municipalities to provide legal defense services to indigent persons accused of a jailable offense. Pursuant to Section 1.04.210 of the City Code, Municipal Court contracts with attorneys to provide legal defense services to indigent persons. In 2014, indigent defense services were provided to approximately 5,800 defendants.

**Analysis:** Municipal Court requested proposals from attorneys interested in representing indigent defendants. Four responses to the proposal were received. In accordance with Administrative Regulation 1.2, a staff screening and selection committee was formed to evaluate responses and to select a qualified vendor to provide legal defense services to indigent clients appearing in Municipal Court. The screening committee selected the Law Office of Lautz, Mueller & Osburn to provide these services.

Lautz, Mueller & Osburn attorneys have over 35 combined years of public defender experience. The proposal submitted by Lautz, Mueller & Osburn meets the requirements of the request for proposals and demonstrates a thorough understanding of project objectives. Lautz, Mueller & Osburn will assign three defense attorneys to Municipal Court dockets each day. Additionally, Lautz, Mueller & Osburn will provide a dedicated phone line to Municipal Court appointed clients and offer office hours for client consultations at an office located outside City Hall. Defense attorneys, a paralegal, and office staff will be available to answer questions and assist clients appointed legal representation pursuant to this contract.

**Financial Considerations:** Lautz, Mueller & Osburn will receive \$350,000 annually during the term of this contract. To offset the costs of providing public defender services, a public defender fee is included in court costs for each case convicted in Municipal Court. Additional collections are generated through a co-pay paid by indigent defendants upon conviction in Municipal Court. Collections from public defender fees and co-pays are projected to total \$400,000 in 2015.

**Legal Considerations:** The contract has been approved as to form by the Law Department.

**Recommendation/Action:** It is recommended the City Council approve the contract and authorize the necessary signatures.

**Attachments:** Indigent Defense Services Contract

Contract for Legal Services  
City of Wichita Indigent Defense Services

BP540078

This Agreement entered into this 6<sup>th</sup> day of October, 2015 by and between the **City of Wichita, Kansas**, a municipal corporation, hereinafter called "**CITY**", and **Lautz Mueller & Osburn** hereinafter referred to as "**Contractor**", for the purpose of providing legal services to qualified indigent defendants appearing before the Municipal Court of Wichita, Kansas.

1. Definitions:

When used herein the following definitions shall apply.

- a. Court shall mean the Municipal Court of the City of Wichita, consisting of the Judges of the five divisions.
- b. Attorney shall mean the attorney acting as appointed counsel for indigent defendants and referred to as the City Public Defender.
- c. Defendant shall mean the person qualified as indigent under designated guidelines and who is entitled to receive the services of a court appointed attorney in the Wichita Municipal Court.

2. Scope of Services:

Contractor shall provide professional legal services to defendants meeting designated guidelines for indigency in the Court. Services provided shall include representing indigent defendants at all Court appearances scheduled Monday through Friday, consultation advice, trial of cases before the Court, filing of Notice of Appeal, preparation of documents and briefs as required by the Court and any other legal services commonly associated with defense of a criminal or traffic case.

Representation of defendants will be on an assigned basis, commencing upon notification and continuing until final disposition of the case, including sentencing and filing of Notice of Appeal or until released by the Court. Contractor will not be responsible for representation on appeal to District Court.

All representation of defendants will be in accordance with the highest ethical standards, independent of the Court or prosecution. Contractor shall receive, investigate

and report the results of any investigation of complaints concerning associate attorneys and/or subcontractors to the Court Administrator and Chief Judge. Contractor shall take appropriate steps to correct any deficiencies in the performance of the associate attorneys and/or subcontractors.

Contractor will provide all services outlined in their response to the City's Request for Proposal No. FP540045 and Addendum #1 attached hereto and incorporated herein by reference, including but not limited to:

- a. Coverage of all dockets five (5) days each week.
- b. Contractor will maintain an office for all nonprisoner client interviews.
- c. Separate phone line, phone number and/or voice mail/ answering machine for clients to facilitate and ensure client contact. All client messages will be returned within three (3) business days or as soon as practical.
- d. Contractor will meet with jailed clients within three (3) days of notification of appointment and/or receiving police reports.
- e. Contractor will provide secretarial/receptionist support at their office during scheduled times for client interviews.
- f. Contractor will provide an information sheet to qualified defendants at no cost to the City. The City will retain final editing rights on the information sheet.
- g. Contractor will maintain a record of all client telephone calls (incoming and outgoing), and upon reasonable notice provide records within a reasonable time.
- h. Contractor will maintain a record of cases completed, cases pending, dispositions of completed cases, and the number of appeals filed and upon reasonable notice provide records within a reasonable time.
- i. Contractor will respond to all correspondence received from the indigent client.

### 3. Compensation:

Contractor shall receive a fee of \$350,000 per year payable in monthly installments of \$29,167.00 each month. The fee for the first month will be payable following contract signing.

The Contractor shall be an independent contractor and not an employee of the City of Wichita.

The Wichita Police Department Records Division and/or Municipal Court Clerk will provide police reports and case files as needed at no cost to the Contractor.

4. Performance Measures:

This contract includes agreed upon performance measures. These performance measures will be utilized to evaluate the vendor's effectiveness and efficiency in performing the services outlined in the contract.

1. Percentage of client phone messages returned within three business days.
2. Percentage of consultations within jailed clients occurring within three days of appointment and/or receiving police report.

5. Penalty for Non-Performance:

A dollar value penalty in the amount of \$100 will be deducted from the monthly payment for each assigned court docket where an indigent defense attorney does not appear.

6. Contract Duration:

This contract will be effective November 1, 2015, and will be valid through October 31, 2016, with an option to renew the contract under the same terms and conditions for an additional four (4), one (1) year periods by mutual agreement of both parties.

7. Termination:

This contract may be terminated by the City upon thirty (30) days written notice.

8. Outside Practice of Law:

This agreement shall in no way limit Contractor's right to practice law in this City nor in any way limit the representation of other clients before the Court, except in cases involving conflict of interest.

9. Subcontracting:

Services provided by Contractor for this contract may not be assigned without prior approval by the City Manager in writing. Subcontracting by Contractor for Attorneys may be done with the approval of the Municipal Court Chief Judge.

10. Insurance and Indemnification:

Contractor and all subcontracting Attorneys shall acquire and maintain malpractice insurance for a minimum of \$100,000 for individual act or event with no more than a \$7,500 deductible, and shall provide proof of such insurance to the Purchasing Manager. Any subcontracting Attorneys must have current insurance certificates on file with Contractor prior to accepting cases.

Contractor shall indemnify and hold the City harmless from and against any and all claims for damage or injury which may involve any action by the Contractor in connection with the provision of indigent defense services.

11. Nondiscrimination:

No distinction on grounds of age, race, color, sex or national origin will be made in the acceptance of assignment or in the services provided by Contractor. Also, Contractor agrees to comply with City of Wichita Administrative Regulation #23, "Revised Nondiscrimination and Equal Employment Opportunity Statements", marked Exhibit A, attached hereto and incorporated herein by reference.

This agreement is entered into this 6<sup>th</sup> day of October, 2015.

**IN WITNESS THEREOF**, the City and the Indigent Defense Service Provider have executed this agreement as of the date first written above.

ATTEST:

CITY OF WICHITA

\_\_\_\_\_  
Karen Sublett, City Clerk

\_\_\_\_\_  
Jeff Longwell, Mayor

Approved as to form:

  
for Jennifer Magana 1/4/01  
City Attorney & Director of Law

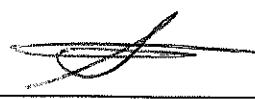
  
\_\_\_\_\_  
Lautz Mueller & Osburn



Exhibit A

**REVISED NON-DISCRIMINATION AND  
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM  
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11141; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
  - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

City of Wichita  
City Council Meeting  
October 6, 2015

**TO:** Mayor and City Council

**SUBJECT:** Abatement of Dangerous and Unsafe Structures (Districts I, III, IV and V)

**INITIATED BY:** Metropolitan Area Building and Construction Department

**AGENDA:** Consent

---

**Recommendation:** Approve the assessments and place the ordinances on first reading.

**Background:** The Metropolitan Area Building and Construction Department (MABCD) supports neighborhood maintenance and improvement through abatement of public nuisances under Titles 18 and 20 of the City Code. State law and local ordinances allow the City to demolish or board-up and secure private property that is in violation of housing and/or building code standards after proper notification of the responsible party/parties. A private contractor or City staff performs the work and the MABCD bills the cost to the property owner.

**Analysis:** State law and City ordinance allow placement of the demolition and board-up costs as a special property tax assessment if the property owner does not pay. Payment has not been received for the demolition and board-up abatements in question and the MABCD is requesting permission for the Department of Finance to process the necessary special assessments.

**Financial Considerations:** Statements of Charges will be mailed to the property owners on October 16, 2015. The property owners have 30 days from the date of the statement to pay the assessment and avoid paying interest. If unpaid, the principal and interest will then be spread for one year and placed on the 2016 tax roll.

**Legal Considerations:** The ordinances have been reviewed and approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the City Council approve the proposed assessments and place the ordinances on first reading.

**Attachments:** Property List for Special Assessments and Ordinances

<u>PIN #</u>	<u>Geo Code#</u>	<u>Location</u>		<u>Amount</u>	<u>District #</u>
00121987	B 03253	541 N Ohio	Demolition	\$7,134.69	I
00137252	C 01522001A	2047 N Minnesota	Demolition	\$6,744.53	I
00159065	C 13389	2519 E Shadybrook	Demolition	\$5,486.00	I
00159078	C 13406	2513 E Shadybrook	Demolition	\$5,338.00	I
00205536	D 05373	1448 S Handley	Demolition	\$6,330.05	IV
00240851	D 38600	330 S Shefford	Swimming pool removal	\$3,900.00	IV
		Total		\$34,933.27	
00106652	A 06366	1449 S Waco Ave	Board Up	\$172.38	III
00121240	B 02578	357 N Pennsylvania	Board Up	\$248.67	I
00126793	B 07222	627 S Laura Ave	Board Up	\$127.34	I
00127149	B 07533	1130 S Ida Ave	Board Up	\$122.37	I
00135165	C 003270001	301 N Spruce St	Board Up	\$97.38	I
00138475	C 02580	637 N Estelle Ave	Board Up	\$87.16	I
00160239	C 143230001	1353 N Pershing Ave	Board Up	\$192.37	I
00168043	C 22528	2512 S Twin Oaks Rd	Board Up	\$202.09	III
00168953	C 23400	2142 S Pershing Ave	Board Up	\$170.10	III
00213508	D 12324	1621 W Crawford St	Board Up	\$113.16	IV
00223016	D 22075	201 S Ridge Rd	Board Up	\$171.97	IV
00245440	D 42578	11703 W Hickory St	Board Up	\$75.44	V
		Total		\$1,780.43	

Published in the Wichita Eagle on **October 16, 2015**

**ORDINANCE NO. 50-091**

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE REMOVAL OF CERTAIN STRUCTURES, BEING DANGEROUS AND UNSAFE BUILDINGS WHICH HAVE BEEN DECLARED A NUISANCE **(BUILDING CONDEMNATION-DEMOLITION )** UNDER THE PROVISION OF SECTIONS 18.16.010 TO 18.16.090 OF THE CODE OF THE CITY OF WICHITA, KANSAS

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the sum set opposite the following lots, herein specified, be and the same is hereby levied to pay the cost of removal of certain structures, being dangerous and unsafe buildings which have been declared a nuisance under the provisions of Sections 18.16.010 to 18.16.090 of the Code of the City of Wichita, Kansas, located and situated upon the following described property:

<b>Legal of Parcel in Benefit District</b>	<b>Assessment</b>
LOTS 35-37-39 CARPENTER'S ADD.	7,134.69
LOTS 57-59 MINNESOTA AVE. PARKVIEW ADD.	6,744.53
LOT 1 BLOCK 10 SHADYBROOK ADD	5,486.00
LOT 18 BLOCK 10 SHADYBROOK ADD	5,338.00
LOTS 17-18-19 EXC E 2 1/2 FT FOR ALLEY BLOCK 15 FRANKLIN YIKE ADD.	6,330.05
LOT 4 BLOCK 5 WEST MILLBROOK 2ND. ADD.	3,900.00

SECTION 2. The sum so assessed and apportioned against the lots herein before set out and not paid within 30 days from date of notice sent out by the Debt Management Office of the Department of Finance as provided by law, shall be collected by special assessment upon the property liable therefore in one installment and placed upon the tax roll for the year **2016** and shall be certified to the County Clerk and shall be levied and collected in the same manner as other taxes, and the Debt Management Office of the Department of Finance is hereby directed to give written notice to property owner(s) owning property assessed herein, as required by law.

SECTION 3. This ordinance shall take effect and be in force from and after its publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this **13th day of October, 2015.**

Jeff Longwell, Mayor

ATTEST:

---

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

---

Jennifer Magana, City Attorney and Director of Law

Published in the Wichita Eagle on **October 16, 2015****ORDINANCE NO. 50-092**

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE BOARDING-UP SECURING OF CERTAIN STRUCTURES, BEING DANGEROUS AND UNSAFE BUILDINGS WHICH HAVE BEEN DECLARED A NUISANCE (**BUILDING EMERGENCY BOARD-UP**) UNDER THE PROVISION OF SECTIONS 18.16.010 TO 18.16.090 OF THE CODE OF THE CITY OF WICHITA, KANSAS

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the sum set opposite the following lots, herein specified, be and the same is hereby levied to pay the cost of boarding-up and securing certain structures, being dangerous and unsafe buildings which have been declared a nuisance under the provisions of Sections 18.16.010 to 18.16.090 of the Code of the City of Wichita, Kansas, located and situated upon the following described property:

<b>Legal of Parcel in Benefit District</b>	<b>Assessment</b>
S 1/2 LOT 38-ALL LOT 40 WACO AVE. FITZGERALD'S 2ND. ADD.	172.38
LOT 48 PENNSYLVANIA AVE. MATHEWSON'S 4TH. ADD.	248.67
LOTS 34-36 LAURA AVE. WOLLMAN'S ADD.	127.34
LOTS 5-7 IDA AVE. MILTNER'S 2ND. ADD.	122.37
PT LOTS 22-24 BEG 32 FT E NW COR LOT 22 E 20 FT S 36 FT SELY 11.15 FT TO PT 4 FT N & 77 FT W SE COR LOT 22 E 77 FT S TO N LI 2ND. ST. W 87 FT N TO PT 46 FT S OF N LI LOT 22 W 15 FT N 46 FT TO BEG BUSCH'S SUB	97.38
LOTS 65-67 MABEL NOW ESTELLE AVE. MOSSMAN'S 2ND. ADD.	87.16
LOTS 3-4 BLOCK 3 COUNTRY CLUB HEIGHTS ADD.	192.37
LOT 6 REPLAT OF PT OF BLOCK 3 PAWNEE RANCH ADDITION	202.09
LOT 38 PERSHING AVE. EDGETOWN PARK ADD.	170.10
LOT 2 BLOCK B REPLAT OF SOWERS GARDENS	113.16
LOT 11 BLOCK C WESTVIEW ADD.	171.97
LOT 8 BLOCK 4 GOLDEN HILLS 5TH. ADD.	75.44

SECTION 2. The sum so assessed and apportioned against the lots herein before set out and not paid within 30 days from date of notice sent out by the Debt Management Office of the Department of Finance as provided by law, shall be collected by special assessment upon the property liable therefore in one installment and placed upon the tax roll for the year **2016** and shall be certified to the County Clerk and shall be levied and collected in the same manner as other taxes, and the Debt Management Office of the Department of Finance is hereby directed to give written notice to property owner(s) owning property assessed herein, as required by law.

SECTION 3. This ordinance shall take effect and be in force from and after its publication once in the official City paper.



ADOPTED, at Wichita, Kansas, this **13th day of October, 2015.**

---

Jeff Longwell, Mayor

ATTEST:

---

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

---

Jennifer Magana, City Attorney and Director of Law

City of Wichita  
City Council Meeting  
October 6, 2015

**TO:** Mayor and City Council Members

**SUBJECT:** Metropolitan Area Building and Construction Department Budget Adjustment  
(All Districts)

**INITIATED BY:** Metropolitan Area Building and Construction Department

**AGENDA:** Consent

---

**Recommendations:** Approve the budget adjustment.

**Background:** Weed mowing and nuisance abatement activity is financed from the General Fund. Nuisance abatement activity has increased 130 percent over 2014, year to date, and with the more temperate and rainy weather experienced this year, contractor weed mowing has increased by 36 percent. Staff estimate that Metropolitan Area Building and Construction Department (MABCD) budgeted contractual funds for weed mowing and nuisance abatement will be exhausted around the end of September.

**Analysis:** Current projections anticipate that MABCD will need an additional \$25,000 in the nuisance abatement budget and \$16,000 in the weed mowing budget (a total of \$41,000) to address nuisance and tall weeds complaints through the end of the year. MABCD currently has General Fund under expenditures in other line items, most significantly salaries.

**Financial Considerations:** Expenditure savings in other lines items of the MABCD General Fund budget are anticipated to offset the \$41,000 requested budget increase for the nuisance abatement and weed mowing contractual budgets.

**Legal Considerations:** City Council approval is required for budget transfers in excess of \$25,000.

**Recommendations/Actions:** It is recommended that the City Council approve the budget adjustment of \$41,000 to the MABCD Nuisance Abatement and Weed Mowing budgets.

**City of Wichita  
City Council Meeting  
October 6, 2015**

**TO:** Mayor and City Council

**SUBJECT:** Resolutions Authorizing Congestion Mitigation and Air Quality (CMAQ) grants from the Federal Transit Administration (All Districts)

**INITIATED BY:** Wichita Transit

**AGENDA:** Consent

---

**Recommendation:** Adopt the resolutions authorizing filing of grant applications and pledging sufficient matching funds.

**Background:** The Federal Transit Administration (FTA) grant application process requires a resolution by the governing body authorizing staff to file grant applications to receive funds and administer the grant's program. The purpose of the resolution is to authorize staff to file for eligible Federal funds for the support of the Westside Service Improvements project and a Bus Purchase in 2016. Congestion Mitigation and Air Quality (CMAQ) funds are Federal Highway Administration (FHWA) funds that are transferred to FTA for use for transit services. The funds are 80% Federal funds and 20% local matching funds. A second resolution for each grant is required by the Kansas Department of Transportation (KDOT) to pledge sufficient matching funds and approve the transfer of funds from FHWA to FTA. A bonding resolution is required for the bus purchase project.

**Analysis:** The Westside Service Improvements grant is for \$1,092,000. The route structures for the new West Maple, West Central and neighborhood feeder service are in place and entering the third year of service. CMAQ funding is eligible for three years. This is the third and final year of operating support for the Westside service improvements. The bus purchase grant is for \$1,509,861 and will cover the cost of approximately three buses. Funding sources already in place will allow for a total of six buses to be ordered. A public meeting was held on September 30, 2015 with no adverse comments.

The proposed resolutions authorize the filing of applications for the following funding:

Westside Service Improvements:

- Federal Portion - \$873,600
- Local Portion - \$218,400
- Total - \$1,092,000

Bus Purchase:

- Federal Portion - \$1,207,889
- General Obligation Bonds - \$301,972
- Total - \$1,509,861

The Transportation Policy Body, which develops and approves transportation plans for the Wichita Area Metropolitan Planning Organization, awarded the Federal portion of the grants to Wichita Transit on September 8, 2015.

**Financial Considerations:** The Federal share for Westside Service Improvements is \$873,600 and the local match is \$218,400 and will be funded by the Transit Fund. The Federal share for Bus Purchase is \$1,207,889 and the local match will be financed through the issuance of general obligation bonds. The local match for the bus purchase is programmed in the Adopted 2015-2024 CIP.

**Legal Considerations:** The Law Department has reviewed and approved the resolutions authorizing filing of the grants as to form.

**Recommendation/Actions:** It is recommended that the City Council adopt the resolutions and authorize the necessary signatures.

**Attachments:**

1. WT Resolution Authorizing 2016 CMAQ Westside Service Improvements
2. KDOT 1312 Form Resolution for 2016 CMAQ Westside Service Improvements
3. WT Resolution Authorizing 2016 CMAQ Bus Purchase
4. KDOT 1312 Form Resolution for 2016 CMAQ Bus Purchase
5. WT Bonding Resolution Authorizing Bonds for the Bus Purchase Local Match

KANSAS DEPARTMENT OF TRANSPORTATION

BUREAU OF LOCAL PROJECTS

REQUEST FOR CONGESTION MITIGATION AND AIR QUALITY (CMAQ)

IMPROVEMENT PROGRAM PROJECT

County/City: WICHITA

**WHEREAS**, The Secretary of Transportation of the State of Kansas, hereinafter referred to as the "Secretary," has been designated as an agent for WICHITA under an agreement dated \_\_\_\_\_, or, will be designated as an agent for WICHITA under an agreement to be executed at a later date and,

**WHEREAS**, the Federal-Aid Highway Act of 1956, as amended, and subsequent acts and amendments, provides Federal-Aid funds to assist the counties, cities, and other political sub-divisions in improving their roads and streets and congestion mitigation activities that provide air quality benefits, and,

**WHEREAS**, The above-noted county/city desires to improve a certain portion of their road or street system or other related project that will contribute to air quality improvements and reduce congestion, now, therefore,

**WHEREAS**, The county/city request the Secretary program the following Congestion Mitigation Air Quality Improvement project Bus Purchase

**ESTIMATED** costs of such improvements are as follows:

Federal Funds	\$	<u>1,207,889.00</u>
Local Funds	\$	<u>301,972.00</u>
ESTIMATED Total for Project	\$	<u>1,509,861.00</u>
Proposed Let Date		<u>October 19, 2015</u>

Submit One (1) Copy of the document along with Approved TIP documentation

**BE IT RESOLVED:** That sufficient funds of WICHITA County/City are now, or will be available and are hereby pledged to the Secretary in the amount and at the time required for the supplementing of federal funds available for the completion of this project. Prior to Federal Authorization, any project expenditures made by the County/City are ineligible for federal funding and remain the responsibility of the County/City. Upon cancellation of the project by the County/City, the County/City shall reimburse the Secretary within thirty (30) days after receipt of statement of cost incurred by the Secretary prior to cancellation.

Day 06 Month October Year 2015, at WICHITA, Kansas.

Recommend for Approval:

APPROPRIATE LOCAL OFFICIAL(S)

\_\_\_\_\_  
County/City Engineer or Administrator

\_\_\_\_\_  
Chairperson/Mayor

ATTEST:

\_\_\_\_\_  
Member

\_\_\_\_\_  
County/City Clerk

\_\_\_\_\_  
Member

KANSAS DEPARTMENT OF TRANSPORTATION

BUREAU OF LOCAL PROJECTS

REQUEST FOR CONGESTION MITIGATION AND AIR QUALITY (CMAQ)

IMPROVEMENT PROGRAM PROJECT

County/City: WICHITA

**WHEREAS**, The Secretary of Transportation of the State of Kansas, hereinafter referred to as the "Secretary," has been designated as an agent for WICHITA under an agreement dated \_\_\_\_\_, or, will be designated as an agent for WICHITA under an agreement to be executed at a later date and,

**WHEREAS**, the Federal-Aid Highway Act of 1956, as amended, and subsequent acts and amendments, provides Federal-Aid funds to assist the counties, cities, and other political sub-divisions in improving their roads and streets and congestion mitigation activities that provide air quality benefits, and,

**WHEREAS**, The above-noted county/city desires to improve a certain portion of their road or street system or other related project that will contribute to air quality improvements and reduce congestion, now, therefore,

**WHEREAS**, The county/city request the Secretary program the following Congestion Mitigation Air Quality Improvement project 3rd year of Westside Service Improvements

**ESTIMATED** costs of such improvements are as follows:

Federal Funds	\$ <u>873,600.00</u>
Local Funds	\$ <u>218,400.00</u>
ESTIMATED Total for Project	\$ <u>1,092,000.00</u>
Proposed Let Date	<u>October 19, 2015</u>

Submit One (1) Copy of the document along with Approved TIP documentation

**BE IT RESOLVED:** That sufficient funds of WICHITA County/City are now, or will be available and are hereby pledged to the Secretary in the amount and at the time required for the supplementing of federal funds available for the completion of this project. Prior to Federal Authorization, any project expenditures made by the County/City are ineligible for federal funding and remain the responsibility of the County/City. Upon cancellation of the project by the County/City, the County/City shall reimburse the Secretary within thirty (30) days after receipt of statement of cost incurred by the Secretary prior to cancellation.

Day 06 Month October Year 2015, at WICHITA, Kansas.

Recommend for Approval:

APPROPRIATE LOCAL OFFICIAL(S)

\_\_\_\_\_  
County/City Engineer or Administrator

\_\_\_\_\_  
Chairperson/Mayor

ATTEST:

\_\_\_\_\_  
Member

\_\_\_\_\_  
County/City Clerk

\_\_\_\_\_  
Member

**RESOLUTION NO. 15-333**

**A RESOLUTION AUTHORIZING  
THE FILING OF AN APPLICATION  
WITH THE FEDERAL TRANSIT ADMINISTRATION,  
AN OPERATING ADMINISTRATION OF THE  
UNITED STATES DEPARTMENT OF TRANSPORTATION,  
FOR FEDERAL TRANSPORTATION ASSISTANCE  
AUTHORIZED BY 49 U.S.C.,  
AND OTHER FEDERAL STATUTES ADMINISTERED BY THE  
FEDERAL TRANSIT ADMINISTRATION  
TO SUPPORT FY 2016 CONGESTION MITIGATION AND AIR  
QUALITY (CMAQ) PROJECTS**

**WHEREAS**, the Federal Transportation Administrator has been delegated authority to award federal financial assistance for transportation projects; and

**WHEREAS**, the grant or cooperative agreement for federal financial assistance will impose certain obligations upon the City of Wichita and may require the City to provide the local share of the project cost; and

**WHEREAS**, the City of Wichita has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project; and

**WHEREAS**, the City of Wichita desires financial assistance for support of the following projects:  
Pursuant to CMAQ – Bus Purchase.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY  
OF WICHITA, KANSAS:**

1. The City Manager or designee is authorized to execute and file an application on behalf of the City of Wichita, Kansas, with the Federal Transit Administration for Federal assistance under 49 U.S.C., United States Code, or other federal statutes authorizing a project administered by the Federal Transit Administration to aid in financing 49 U.S.C.
2. That the City Manager or designee is authorized to execute and file with its application the annual certifications and assurances and other documents the Federal Transit Administration requires before awarding a federal assistance grant or cooperative agreement.
3. That the City Manager or designee is authorized to execute the grant and cooperative agreements with the Federal Transit Administration on behalf of the City of Wichita.

PASSED AND APPROVED THIS 6th DAY OF OCTOBER, 2015.

THE CITY OF WICHITA, KANSAS

---

Jeff Longwell, Mayor

**ATTEST:**

---

Karen Sublett, City Clerk

**Approved as to Form:**

---

Jennifer Magana, City Attorney and Director of Law

**CERTIFICATION**

The undersigned duly qualified Mayor, acting on behalf of the City of Wichita, which is the Designated Recipient of Urbanized Area Formula Program assistance under the provisions of 49 U.S.C. §5307, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally-convened meeting of the City of Wichita.

**ADOPTED** at Wichita, Kansas on October 6, 2015.

---

Jeff Longwell, Mayor



**RESOLUTION NO. 15-334**

**A RESOLUTION AUTHORIZING  
THE FILING OF AN APPLICATION  
WITH THE FEDERAL TRANSIT ADMINISTRATION,  
AN OPERATING ADMINISTRATION OF THE  
UNITED STATES DEPARTMENT OF TRANSPORTATION,  
FOR FEDERAL TRANSPORTATION ASSISTANCE  
AUTHORIZED BY 49 U.S.C.,  
AND OTHER FEDERAL STATUTES ADMINISTERED BY THE  
FEDERAL TRANSIT ADMINISTRATION  
TO SUPPORT FY 2016 CONGESTION MITIGATION AND AIR  
QUALITY (CMAQ) PROJECTS**

**WHEREAS**, the Federal Transportation Administrator has been delegated authority to award federal financial assistance for transportation projects; and

**WHEREAS**, the grant or cooperative agreement for federal financial assistance will impose certain obligations upon the City of Wichita and may require the City to provide the local share of the project cost; and

**WHEREAS**, the City of Wichita has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project; and

**WHEREAS**, the City of Wichita desires financial assistance for support of the following projects: Pursuant to CMAQ – Congestion Mitigation and Air Quality: Westside Service Improvements.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

1. The City Manager or designee is authorized to execute and file an application on behalf of the City of Wichita, Kansas, with the Federal Transit Administration for Federal assistance under 49 U.S.C., United States Code, or other federal statutes authorizing a project administered by the Federal Transit Administration to aid in financing 49 U.S.C.
2. That the City Manager or designee is authorized to execute and file with its application the annual certifications and assurances and other documents the Federal Transit Administration requires before awarding a federal assistance grant or cooperative agreement.
3. That the City Manager or designee is authorized to execute the grant and cooperative agreements with the Federal Transit Administration on behalf of the City of Wichita.

PASSED AND APPROVED THIS 6th DAY OF OCTOBER, 2015.

THE CITY OF WICHITA, KANSAS

---

Jeff Longwell, Mayor

**ATTEST:**

---

Karen Sublett, City Clerk

**Approved as to Form:**

---

Jennifer Magana, City Attorney and Director of Law

**CERTIFICATION**

The undersigned duly qualified Mayor, acting on behalf of the City of Wichita, which is the Designated Recipient of Urbanized Area Formula Program assistance under the provisions of 49 U.S.C. §5307, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally-convened meeting of the City of Wichita.

**ADOPTED** at Wichita, Kansas on October 6, 2015.

---

Jeff Longwell, Mayor

**RESOLUTION NO. 15-335**

**A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY.**

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**WHEREAS**, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the Governing Body is authorized, , pursuant to K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City (the “Act”) to issue general obligation bonds of the City without an election for the purpose of paying for the construction, purchase or improvement of any public improvement, including the land necessary therefore, and for the purpose of rebuilding, adding to or extending the same as the necessities of the City may require and for the purpose of paying for certain personal property therefore; and

**WHEREAS**, the Governing Body hereby finds and determines that it is necessary and advisable to make certain public improvements described as follows:

Wichita Transit Bus Purchase: KS-95-X013-01

(the “Project”) and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:**

**Section 1. Project Authorization.** It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of \$1,509,861 in accordance with plans and specifications therefor prepared under the direction of the Transit Director and approved by the Governing Body; said plans and specifications to be placed on file in the Transit offices.

**Section 2. Project Financing.** All or a portion of the costs of the Project, interest on financing and administrative and financing costs shall be financed with the proceeds of general obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of this Resolution, pursuant to Treasury Regulation §1.150-2.

**Section 3. Effective Date.** This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

**ADOPTED** by the City Council of the City of Wichita, Kansas, on October 6, 2015.

(SEAL)

---

Jeff Longwell, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

---

Jennifer Magana, City Attorney and Director of Law

**Second Reading Ordinances for October 6, 2015 (first read on September 22, 2015)**

- A. SUB2014-00043 – Plat of Lange 3<sup>rd</sup> Addition Located South of MacArthur Road, on the East Side of West Street. (District IV)**

ORDINANCE NO. 50-087

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

City of Wichita  
City Council Meeting  
October 6, 2015

**TO:** Mayor and City Council

**SUBJECT:** SUB2014-00036 -- Plat of Campbell's Greenhouse Addition Located East of Broadway, North of MacArthur Road (District III)

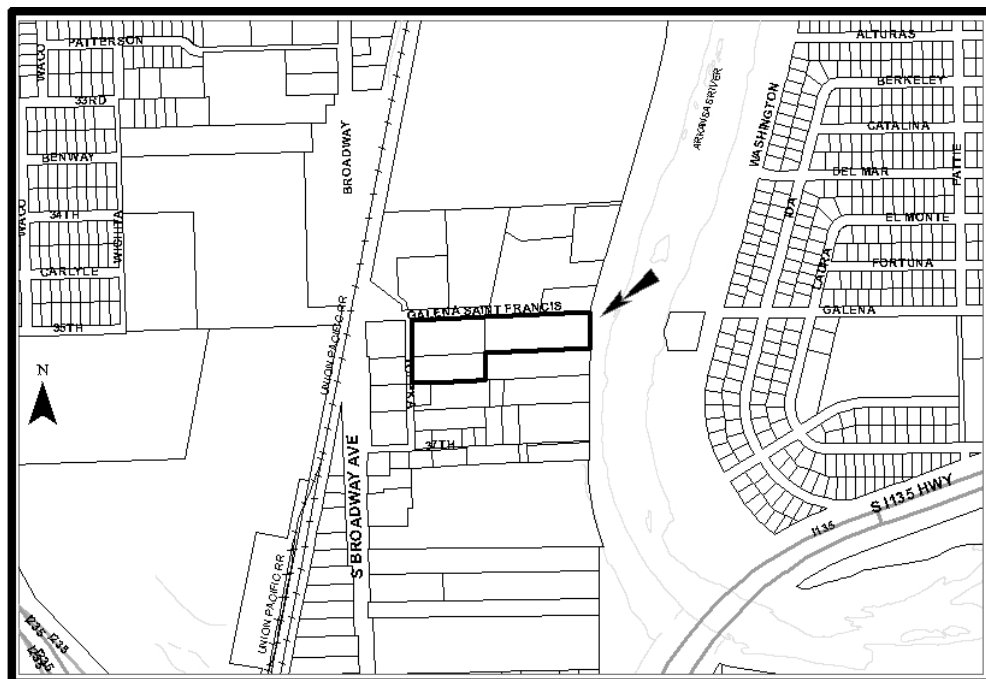
**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

---

**Staff Recommendation:** Approve the plat.

**MAPC Recommendation:** Approve the plat. (10-0)



**Background:** The site consists of one lot on 6.6 acres. A zone change (ZON2013-00028) has been approved from Single-Family Residential (SF-5) to General Commercial (GC).

**Analysis:** Water services are available to serve the site. The applicant has submitted a No Protest Agreement for Future Sewer Extension.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

**Financial Considerations:** There are no financial considerations associated with the plat.

**Legal Considerations:** The Law Department has reviewed and approved the No Protest Agreement for Future Sewer Extension as to form and the document will be recorded with the Register of Deeds.

The Law Department has reviewed and approved the Ordinance as to form.

**Recommendations/Actions:** It is recommended that the City Council approve the document and plat, authorize the necessary signatures and place the Ordinance on first reading. Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

**Attachments:** No Protest Agreement for Future Sewer Extension  
Ordinance





**Published in The Wichita Eagle on October 16, 2015  
ORDINANCE NO. 50-093**

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

**BE IT ORDAINED BY THE GOVERNING BODY  
OF THE CITY OF WICHITA, KANSAS.**

**SECTION 1.** That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

**Case No. ZON2013-00028**

Zone change request from Single-Family Residential (SF-5) to General Commercial (GC) on property described as:

Campbell's Greenhouse Addition, Wichita, Sedgwick County, Kansas.

Generally located East of Broadway, North of MacArthur Road.

**SECTION 2.** That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

**SECTION 3.** That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

**ADOPTED this 13th day of October, 2015.**

**ATTEST:**

\_\_\_\_\_  
Karen Sublett, City Clerk

\_\_\_\_\_  
Jeff Longwell, Mayor

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Jennifer Magana, City Attorney and Director of Law

## AGREEMENT

THIS AGREEMENT made and entered into this 2nd day of September 2015, by and between the City of Wichita, Kansas, party of the first part (hereinafter "City"), and Gene M. Campbell and Barbara J. Campbell party of the second part (hereinafter "Owner").

WITNESSETH:

WHEREAS, City, at some undetermined time in the future, intends to construct certain public improvements to serve property owned by Owner(s) and property owned by others; and

WHEREAS, Owner is the owner of real property legally described as:

**Lot 1, Block A, Campbell's Greenhouse Addition, Wichita, Sedgwick County, Kansas**

and

WHEREAS, Owner wishes to complete the platting requirements for (Campbell's Greenhouse Addition) as required by the Wichita/Sedgwick County Planning Department.

WHEREAS, City wishes to insure that the said real property owned by Owner will be included in the improvement district responsible for that portion of the costs of said future improvement that are to be assessed pursuant to the provisions of K.S.A. 12-6a01 et seq.

NOW, THEREFORE, the party (ies) hereto agree(s) as follows:

1. City shall grant Owner(s) request for subject plat on said real property, notwithstanding the fact that not all the public improvements normally required to be constructed prior to approval of this plat having been constructed.

2. Owner(s), on his own behalf and on behalf of his heirs, assigns and successors in interest, irrevocably waives his right, pursuant to K.S.A. 12-6a06, to protest the commencement of the construction of Sanitary Sewer by the City, but nothing contained herein shall be deemed to be a waiver by Owner of his right to challenge, pursuant to K.S.A. 12-6a11, the reasonableness of the portion of the cost of said construction assessed against Owner's said real property.

3. A copy of this agreement shall be recorded with the Register of Deeds and the promises herein made by Owner shall constitute covenants running with the land described herein.

IN WITNESS WHEREOF, said parties have set their hands this 2nd day of September, 2015.

Owner(s)

CITY OF WICHITA

Gene M. Campbell  
Gene M. Campbell

By: \_\_\_\_\_  
Jeff Longwell, Mayor

Barbara J. Campbell  
Barbara J. Campbell

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

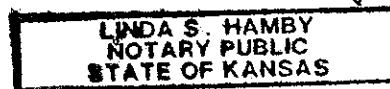
STATE OF KANSAS           )  
SEDGWICK COUNTY        ) ss:

BE IT REMEMBERED that on this 2<sup>ND</sup> day of September, 2015, before me, a Notary Public, in and for the County and State aforesaid, came Gene M. Campbell and Barbara J. Campbell, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged to me the execution of the same.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the day and year last above written.

Linda S. Hamby  
Notary Public

My Appointment Expires: 10/30/15



STATE OF KANSAS           )  
SEDGWICK COUNTY        ) ss:

BE IT REMEMBERED that on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, a Notary Public, in and for the County and State aforesaid, came Jeff Longwell as Mayor of The City of Wichita, a Municipal Corporation, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged to me the execution of the same, for and on behalf and as the act and deed of said corporation.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the day and year last above written.

\_\_\_\_\_  
Notary Public

My Appointment Expires: \_\_\_\_\_

\_\_\_\_\_  
Jennifer Magana, City Attorney and Director of Law

City of Wichita  
City Council Meeting  
October 6, 2015

**TO:** Mayor and City Council

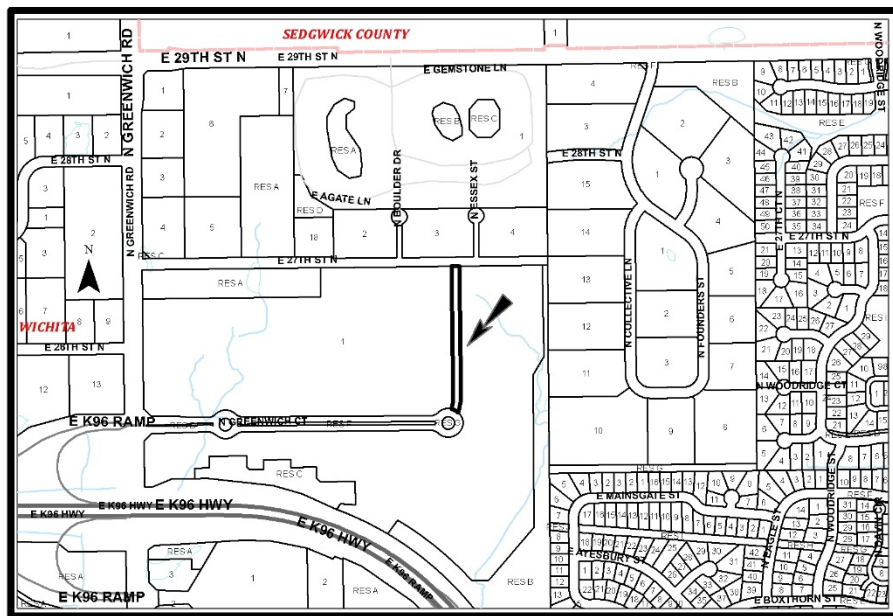
**SUBJECT:** DED2015-00007 – Dedication of Access and Utility Easement Located on the East Side of Greenwich, North of K-96 Highway (District II)

**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

---

**Staff Recommendation:** Approve the Dedication.



**Background:** The Dedication is associated with Lot Split Case No. LSP2015-00014 (Wichita Destination Development Addition).

**Analysis:** The Dedication DED2015-00007 is for the purpose of construction and maintenance of utilities in addition to vehicular and pedestrian access.

**Financial Considerations:** There are no financial considerations associated with the Dedication.

**Legal Considerations:** The Law Department has approved the Dedication as to form and the document will be recorded with the Register of Deeds.

**Recommendations/Actions:** It is recommended that the City Council accept the Dedication.

**Attachments:** Dedication of Access and Utility Easement.



Sedgwick County  
Register of Deeds - Bill Meek  
Doc.#/Film-Pg: 29532321

Receipt #: 1936366  
Pages Recorded: 3

Recording Fee: \$26.00

Cashier: bchamber

Authorized By:

Date Recorded: 06/09/2015 01:54:14 PM



### CERTIFICATE

Bill Meek Registrar of Deeds in and for said County and State, do hereby certify that the within and foregoing is a full true and correct copy of an instrument which was filed for record in my office on the 9<sup>th</sup> day of June, 2015 A.D., in Book/Film 2953 at Page 2321 File Number 29532321

Witness my hand and official seal at Wichita, Kansas, this 11<sup>th</sup> day of Sept 2015 A.D.

Bill Meek  
Registrar of Deeds, Sedgwick County, Kansas

By Cynthia S. Ponder Deputy

### ACCESS & UTILITY EASEMENT

THIS EASEMENT made this 8<sup>th</sup> day of June, 2015, by and between Wichita Destination Developers, Inc., a Kansas Corporation, and WDDMBB, LLC, a Kansas limited liability company, of the first part and the City of Wichita of the second part.

WITNESSETH: That the said first part Wichita Destination Developers, Inc., a Kansas Corporation, and WDDMBB, LLC, a Kansas limited liability company, in consideration of the sum of One Dollar (\$1), the receipt whereof is hereby acknowledged, do hereby grant and convey unto the said second party right-of-way and easement for the purpose of construction and maintenance of utilities and for vehicular and pedestrian access along and under the following described real estate situated in Wichita, Sedgwick, County, Kansas, to wit:

The centerline of a 50' access and utility easement being 25' each side of a line being more particularly described as:

Beginning at a point on the North line of Lot 1, Block A, Wichita Destination Development, an addition to Wichita, Sedgwick County, Kansas, a replat of K-96 and Greenwich Addition, said point being 554.18' West of the Northeast corner of said Lot 1; thence S 0°35'43" E, parallel with the East line of said Lot 1, a distance of 853.53', to the PC of a tangent curve; thence on a curve to the right with a delta of 30°05'10", a radius of 106.57' and a length of 55.96', to the right of way of a cul-de-sac, said point being the end of said easement.

DED 2015-00007  
LSP 2015-00014

2015060201

IN WITNESS WHEREOF: The said first party has signed these presents the day and year first written.

Michael J. Boyd  
Michael J. Boyd, President  
WDDMBB, LLC,  
a Kansas limited liability company

Michael J. Boyd  
Michael J. Boyd, President  
Wichita Destination Developers, Inc.,  
a Kansas Corporation

STATE OF KANSAS)  
SEDGWICK COUNTY) SS

Personally appeared before me a notary public in and for the County and State aforesaid Michael J. Boyd, President, WDDMBB, LLC, a Kansas limited liability company, to me personally known to be the same person who executed the foregoing instrument of writing and said person duly acknowledged the execution thereof.

Dated at Wichita, Kansas, this 8<sup>th</sup> day of June, 2015.

Carol M. Schulze  
Notary Public



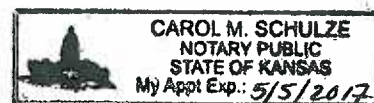
(My Commission expires May 5, 2017)

STATE OF KANSAS)  
SEDGWICK COUNTY) SS

Personally appeared before me a notary public in and for the County and State aforesaid Michael J. Boyd, President, Wichita Destination Developers, Inc., a Kansas Corporation, to me personally known to be the same person who executed the foregoing instrument of writing and said person duly acknowledged the execution thereof.

Dated at Wichita, Kansas, this 8<sup>th</sup> day of June, 2015.

Carol M. Schulze  
Notary Public



(My Commission expires May 5, 2017)

DED2015-00007  
LSP2015-00014

C. Minimum Lot Frontage: 579'Minimum Area: 10.7 acresD. Existing Zoning: LIProposed Zoning: LI

## E. Facilities:

## 1. Water Supply

## Existing Facilities

## Proposed Facilities

Municipal Water  
Rural Water  
Community Well  
Individual Well

☒  
☐  
☐  
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## 2. Sewage Disposal

Municipal Sewer  
Sewage Lagoon  
Alternative Sewer  
Septic System

☒  
☐  
☐  
☐
☐  
☐  
☐  
☐

## 3. Sidewalks

☐
☐

F. New Streets: \_\_\_\_\_ R/W \_\_\_\_\_ Ft. \_\_\_\_\_ R/W \_\_\_\_\_ Ft.  
 \_\_\_\_\_ R/W \_\_\_\_\_ Ft. \_\_\_\_\_ R/W \_\_\_\_\_ Ft.  
 \_\_\_\_\_ R/W \_\_\_\_\_ Ft. \_\_\_\_\_ R/W \_\_\_\_\_ Ft.

Total Feet: \_\_\_\_\_

The owner(s) herein agree(s) to comply with the Subdivision Regulations for the Wichita-Sedgwick County Metropolitan Area, as approved, and all other pertinent Ordinances of the City of Wichita and/or Resolutions of Sedgwick County, Kansas, and statutes of the State of Kansas. I/We further agree to waive the 60-day statutory period in which the Planning Commission or Governing Body must act. In addition, it is agreed that all costs of recording the plat and supplemental documents thereto, with Resolutions approving any petition for improvements, such as streets, sewers, sidewalks, etc., shall be assumed and paid for by the owner(s) when billed. The undersigned further states that I am/we are the owner(s) of the property proposed for platting.

  
 APPLICANT'S SIGNATURE
By: 

AUTHORIZED AGENT (IF ANY)

 \_\_\_\_\_  
 APPLICANT'S SIGNATURE

By: \_\_\_\_\_

AUTHORIZED AGENT (IF ANY)

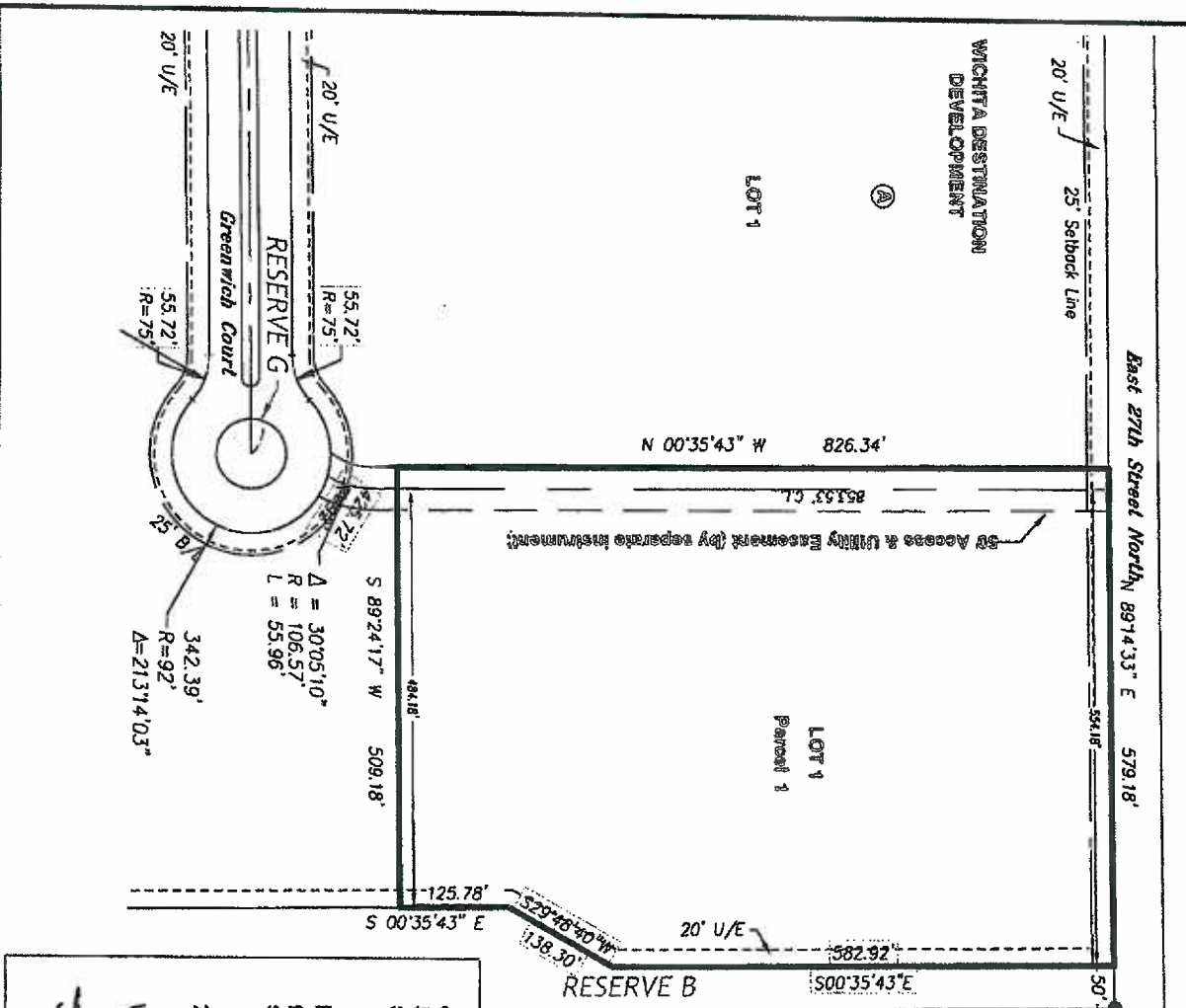
NOTE: The petition must bear the signature of the property owner(s). If an authorized agent signs on the owner's behalf, the agent shall sign his/her own name and attach the owner's written notarized authorization to this application.

(FOR OFFICE USE ONLY)

RECEIVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ FEE: \_\_\_\_\_

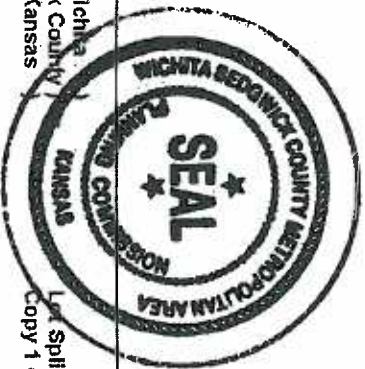


# Lot Split Lot 1, Block A, Wichita Destination Development Wichita, Kansas



## Legal Description

Parcel 1:  
 Part of Lot 1, Block A, Wichita Destination Development, an Addition to  
 Wichita, Sedgwick County, Kansas, a replat of all of K96 and  
 Greenwich North Addition, being more particularly described as:  
 Beginning at the Northeast corner of said Lot 1, Block A; thence S  
 0°35'43"E, on the East line of said Lot 1, a distance of 582.92 feet;  
 thence S 29°48'40"W, a distance of 138.30 feet; thence S 0°35'43"  
 E, a distance of 125.78 feet; thence S 89°24'17"W, a distance of  
 509.18 feet; thence N 0°35'43"E, a distance of 826.34 feet to the  
 North line of said Lot 1; thence N 89°14'33"W, on the North line of  
 said Lot 1, a distance of 579.18 feet, to the Point of Beginning.



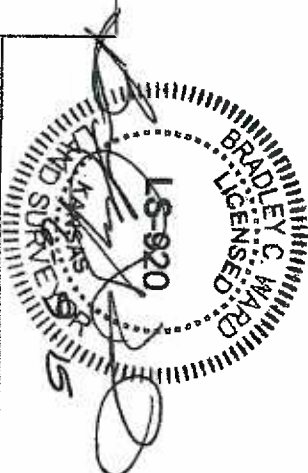
City of Wichita  
 Sedgwick County  
 State of Kansas  
 Lot Split No. LS 2015-00014  
 Copy 1 of 2

I, John L. Schlegel, Director of Planning, Wichita-Sedgwick County  
 Metropolitan Area Planning Department, do hereby certify under the authority  
 granted in the Subdivision Rules and Regulations that the lot split to which this  
 stamp affixed has been approved.

Given under my hand and seal this 9th day of July, 2015

WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING DEPARTMENT

John L. Schlegel, Director of Planning



Bradley C. Ward, LS #920  
 Not original unless signed in blue ink  
 Date

KEMILLER



ENGINEERING PA  
 117 E. Lewis, Wichita, KS 67202 (316)264-0242



City of Wichita  
City Council Meeting  
October 6, 2015

**TO:** Mayor and City Council

**SUBJECT:** SUB2015-00016 -- Plat of Monarch Landing Commercial Addition Located on the Northwest Corner of 21<sup>st</sup> Street North and 159<sup>th</sup> Street East (District II)

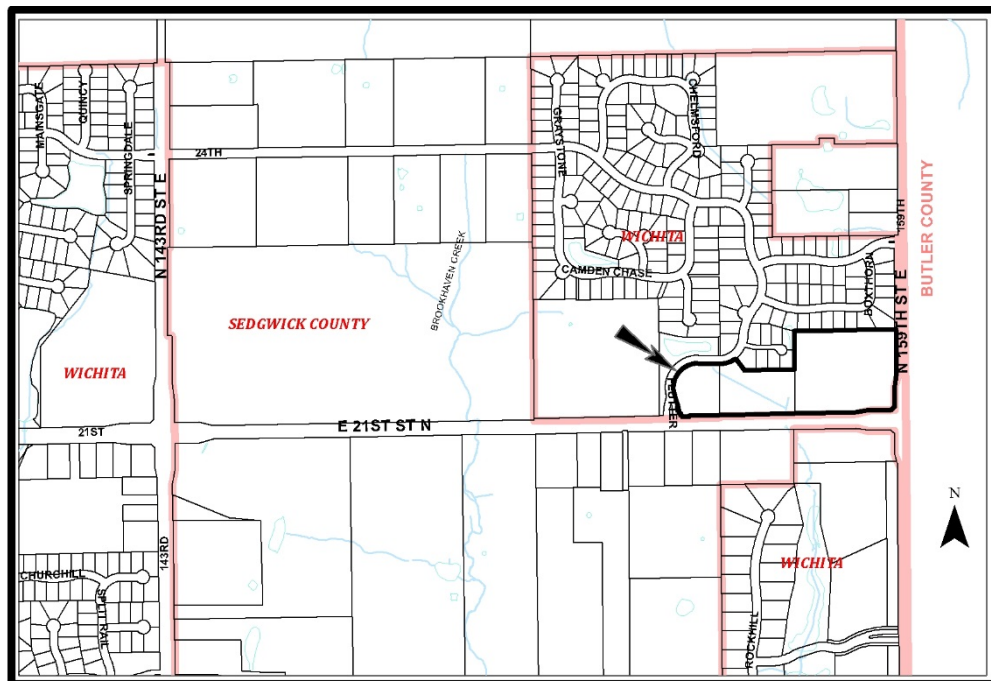
**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

---

**Staff Recommendation:** Approve the plat.

**MAPC Recommendation:** Approve the plat. (11-0)



**Background:** The site consists of three lots on 18.12 acres. A zone change (ZON2006-00045) has been approved from Single-Family Residential (SF-5) to Limited Commercial (LC). The site is subject to the Monarch Landing Community Unit Plan (CUP2006-00046, DP-303).

**Analysis:** Water and sewer services are available to serve the site. The applicant has submitted a 100 percent Petition and a Certificate of Petition for traffic improvements. The applicant has submitted a Notice of Community Unit Plan (CUP) identifying the approved CUP and special conditions for development. The applicant has submitted a Declaration of Cross Lot Access and Easement to assure internal vehicular movement between the lots. The applicant has submitted a Sidewalk Certificate for construction of a sidewalk along Flutter Lane.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

**Financial Considerations:** There are no financial considerations associated with the plat.

**Legal Considerations:** The Law Department has reviewed and approved the Certificate of Petition, Notice of CUP, Declaration of Cross Lot Access and Easement, Sidewalk Certificate and Resolution as to form and the documents will be recorded with the Register of Deeds.

The Law Department has reviewed and approved the Ordinance as to form.

**Recommendations/Actions:** It is recommended that the City Council approve the documents and plat, authorize the necessary signatures, adopt the Resolution and place the Ordinance on first reading. Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

**Attachments:** Certificate of Petition  
Notice of CUP  
Declaration of Cross Lot Access and Easement  
Sidewalk Certificate  
Ordinance  
Resolution



COPY

**CERTIFICATE OF PETITION**

STATE OF KANSAS            )  
COUNTY OF SEDGWICK    )  SS:


We, Monarch Landing Investments, LLC, a Kansas limited liability company,  
owner of Lots 2 and 3, Block A, Monarch Landing Commercial, an Addition to Wichita,  
Sedgwick County, Kansas, do hereby certify that petition(s) for the following  
improvements have been submitted to the City Council of the City of Wichita, Kansas:

1. Decel Lane Improvements on 159<sup>th</sup> St. E.
2. Sanitary Sewer Improvements

As a result of the above-mentioned petition(s) for improvements, Lots 2 and 3,  
Block A, or portions thereof within Monarch Landing Commercial, may be subject to  
special assessments assessed thereto for the cost of constructing the above-described  
improvements.

Signed this 10<sup>th</sup> day of September, 2015.

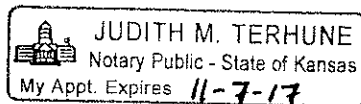
Monarch Landing Investments, LLC  
By: Ritchie Investment Company, Inc.,  
Manager

By:   
Kevin M. Mullen, President

STATE OF KANSAS            )  
COUNTY OF SEDGWICK    )       SS:

BE IT REMEMBERED, that on this 10<sup>th</sup> day of September, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Kevin M. Mullen as President of Ritchie Investment Company, Inc., Manager of Monarch Landing Investments, LLC, a Kansas limited liability company, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



Judith M. Terhune  
Notary Public

(My Appointment Expires: 11-7-17 )

APPROVED AS TO FORM:

\_\_\_\_\_  
Jennifer Magaña, City Attorney & Director of Law

**NOTICE OF COMMUNITY UNIT PLAN**

THIS NOTICE made this 10<sup>th</sup> day of September, 2015, by Monarch Landing Investments, LLC, a Kansas limited liability company, and Monarch Landing, LLC, a Kansas limited liability company, hereinafter called Declarants.

WITNESSETH

WHEREAS, Declarants are the owners of the following described property:

**MONARCH LANDING COMMERCIAL**

Lots 1 through 3, Block A

and

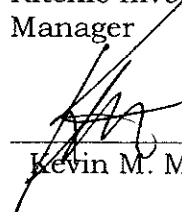
WHEREAS, Declarant is desirous to file notice that a community unit plan approved by the Wichita City Council is on file with the Metropolitan Area Planning Department, known as Monarch Landing Community Unit Plan (DP-303).

NOW, THEREFORE, the Declarant wants to make notice that the approved community unit plan has placed restrictions on the use and requirements on the development of the above described real property. The Metropolitan Area Planning Department is located on the 10<sup>th</sup> Floor, City Hall, Wichita, Kansas, (316) 268-4421.

The community unit plan shall be binding on the owners, their heirs, or successors or assigns and is a document running with the land and is binding on all successors in title to said Monarch Landing Commercial.

EXECUTED the day and year first written above.

Monarch Landing Investments, LLC  
By: Ritchie Investment Company, Inc.,  
Manager

By:   
Kevin M. Mullen, President

Monarch Landing, LLC  
By: Ritchie Development Corporation,  
Manager

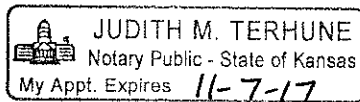
By:   
Kevin M. Mullen, President

\*

STATE OF KANSAS           )  
COUNTY OF SEDGWICK    )       SS:

BE IT REMEMBERED, that on this 10<sup>th</sup> day of September, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Kevin M. Mullen, President of Ritchie Investment Company, Inc., Manager of Monarch Landing Investments, LLC, a Kansas limited liability company, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same on behalf, and as the act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



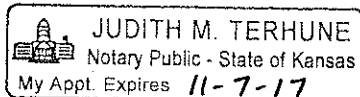
Judith M. Terhune  
Notary Public

(My Appointment Expires: 11-7-17 )

STATE OF KANSAS           )  
COUNTY OF SEDGWICK    )       SS:

BE IT REMEMBERED, that on this 10<sup>th</sup> day of September, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Kevin M. Mullen, President of Ritchie Development Corporation, Manager of Monarch Landing, LLC, a Kansas limited liability company, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same on behalf, and as the act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



Judith M. Terhune  
Notary Public

(My Appointment Expires: 11-7-17 )

APPROVED AS TO FORM:

\_\_\_\_\_  
Jennifer Magaña, City Attorney and Director of Law

**DECLARATION OF CROSS LOT ACCESS AND EASEMENT**

This Declaration is made as of this 10<sup>th</sup> day of September, 2015, by the undersigned.

- A. The undersigned are the owners of Lots 1 through 3, Block A, Monarch Landing Commercial, an Addition to Wichita, Sedgwick County, Kansas.
- B. The undersigned desire to provide for cross lot access and easements for pedestrian and vehicular traffic over and across said Lots.

NOW, THEREFORE, the undersigned hereby declares, establishes and grants to and for the benefit of each of their respective lots, for the convenience of the owners and employees, customers, and invitees of the owners thereof, mutual non-exclusive easements and rights-of-way for the purpose of ingress and egress of vehicular and pedestrian traffic along and across those portions of the respective Lots to be established as driveways and sidewalks from time to time. Said easements are for the purpose of providing ingress and egress between and for the benefit of each of the lots, the owners thereof, their employees, customers and invitees. There shall be erected no fence or other barrier which would prevent or obstruct the passage of such vehicular and pedestrian traffic between said Lots; provided, however, that this Declaration shall not be construed to create any rights in the general public nor as a dedication to public use of any portion of said Lots. The easements herein granted are superior and paramount to the rights of the owner of the servient estates so created and shall be deemed covenants that run with the land and shall inure to the benefit of and be binding upon the owners of said Lots, their successors and assigns.

IN WITNESS WHEREOF, this Declaration has been executed as of the date first above written.

Monarch Landing Investments, LLC  
By: Ritchie Investment Company, Inc.,  
Manager

By:   
Kevin M. Mullen, President

Monarch Landing, LLC  
By: Ritchie Development Corporation,  
Manager

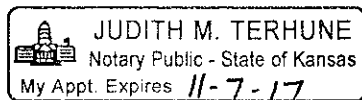
By:   
Kevin M. Mullen, President



STATE OF KANSAS           )  
COUNTY OF SEDGWICK    )       SS:

BE IT REMEMBERED, that on this 10<sup>th</sup> day of September, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Kevin M. Mullen, President of Ritchie Investment Company, Inc., Manager of Monarch Landing Investments, LLC, a Kansas limited liability company, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same on behalf, and as the act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



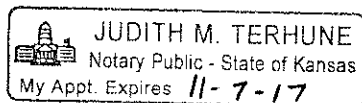
Judith M. Terhune  
Notary Public

(My Appointment Expires: 11-7-17 )

STATE OF KANSAS           )  
COUNTY OF SEDGWICK    )       SS:

BE IT REMEMBERED, that on this 10<sup>th</sup> day of September, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Kevin M. Mullen, President of Ritchie Development Corporation, Manager of Monarch Landing, LLC, a Kansas limited liability company, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same on behalf, and as the act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



Judith M. Terhune  
Notary Public

(My Appointment Expires: 11-7-17 )

APPROVED AS TO FORM:

\_\_\_\_\_  
Jennifer Magaña, City Attorney and Director of Law

**SIDEWALK CERTIFICATE**

STATE OF KANSAS            )  
SEDGWICK COUNTY        )       SS:


We, Monarch Landing Investments, LLC, a Kansas limited liability company, and Monarch Landing, LLC, a Kansas limited liability company, owners of Monarch Landing Commercial, an Addition to Wichita, Sedgwick County, Kansas, do hereby acknowledge that in accordance with the requirements of the W-SCMAPD Subdivision Regulations and the Sidewalk Ordinance of the City of Wichita, construction of sidewalk is required at the following locations:

1. On the east side of Flutter Lane from the south line of the plat north to the southwest line of Lot 22, Block 1, Monarch Landing 3<sup>rd</sup> Addition.

This is to place on notice all owners of the above-described property and subsequent owners thereof that, as a result of the above-cited regulations and ordinances, said owners and subsequent owners thereof are responsible for seeing that sidewalks are installed or guaranteed by cash or other acceptable financial means as a precondition of the issuance of a building permit for all development occurring on the above-described property.

Signed this 10<sup>th</sup> day of September, 2015.

Monarch Landing Investments, LLC  
By: Ritchie Investment Company, Inc.,  
Manager

By:   
Kevin M. Mullen, President

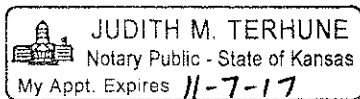
Monarch Landing, LLC  
By: Ritchie Development Corporation,  
Manager

By:   
Kevin M. Mullen, President

STATE OF KANSAS                    )  
COUNTY OF SEDGWICK        )       SS:

BE IT REMEMBERED, that on this 10<sup>th</sup> day of September, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Kevin M. Mullen, President of Ritchie Investment Company, Inc., Manager of Monarch Landing Investments, LLC, a Kansas limited liability company, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same on behalf, and as the act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



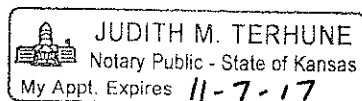
Judith M. Terhune  
Notary Public

(My Appointment Expires: 11-7-17 )

STATE OF KANSAS                    )  
COUNTY OF SEDGWICK        )       SS:

BE IT REMEMBERED, that on this 10<sup>th</sup> day of September, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Kevin M. Mullen, President of Ritchie Development Corporation, Manager of Monarch Landing, LLC, a Kansas limited liability company, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same on behalf, and as the act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



Judith M. Terhune  
Notary Public

(My Appointment Expires: 11-7-17 )

APPROVED AS TO FORM:

\_\_\_\_\_  
Jennifer Magaña, City Attorney and Director of Law

Published in The Wichita Eagle on October 16, 2015

**ORDINANCE NO. 50-094**

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

**BE IT ORDAINED BY THE GOVERNING BODY  
OF THE CITY OF WICHITA, KANSAS.**

**SECTION 1.** That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

**Case No. ZON2006-00045**

Zone change request from Single-Family Residential (SF-5) to Limited Commercial (LC) on property described as:

Monarch Landing, an Addition to Wichita, Sedgwick County, Kansas.

Generally located on the Northwest corner of 21<sup>st</sup> Street North and 159<sup>th</sup> Street East.

**SECTION 2.** That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

**SECTION 3.** That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

**ADOPTED this 13th day of October, 2015.**

**ATTEST:**

\_\_\_\_\_  
Karen Sublett, City Clerk

\_\_\_\_\_  
Jeff Longwell, Mayor

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Jennifer Magaña, City Attorney and Director of Law

**RESOLUTION NO. 15-336**

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (LATERAL 3, MAIN 23, FOUR MILE CREEK – MONARCH LANDING COMMERCIAL/NORTH OF 21<sup>ST</sup> STREET NORTH, WEST OF 159<sup>TH</sup> STREET EAST) (468-85079).**

**WHEREAS**, a petition (the "Petition") was filed with the City Clerk of the City of Wichita, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*, (the "Act"); and

**WHEREAS**, the City Council (the "Governing Body") of the City hereby finds and determines that said Petition was signed by **owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

**Section 1. Findings of Advisability.** The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

**Construction of a lateral sanitary sewer (Lateral 3, Main 23, Four Mile Creek), including necessary sewer mains and appurtenances to serve the Improvement District defined below (the "Improvements").**

(b) The estimated or probable cost of the Improvements is **Thirty-Four Thousand Dollars (\$34,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions thereof

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

**MONARCH LANDING COMMERCIAL**  
Lot 3, Block A

(d) The method of assessment is: **Lot 3, Block A, MONARCH LANDING COMMERCIAL shall pay 100 percent of the total cost of the improvements.**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

**Section 2. Authorization of Improvements.** The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 1** of this Resolution.

**Section 3. Plans and Specifications.** The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

**Section 4. Bond Authority; Reimbursement.** The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

**Section 5. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

**ADOPTED** by the City Council of the City of Wichita, Kansas, on October 6, 2015.

(SEAL)

---

Jeff Longwell, Mayor

ATTEST:

---

Karen Sublett, City Clerk

APPROVED AS TO FORM:

---

Jennifer Magaña, City Attorney and Director of Law

(Published in the *Wichita Eagle*, on \_\_\_\_\_)

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (DECEL LANE IMPROVEMENTS – MONARCH LANDING COMMERCIAL/NORTH OF 21<sup>ST</sup> STREET NORTH, WEST OF 159<sup>TH</sup> STREET EAST) (472-85246).**

**WHEREAS**, a petition (the "Petition") was filed with the City Clerk of the City of Wichita, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*, (the "Act"); and

**WHEREAS**, the City Council (the "Governing Body") of the City hereby finds and determines that said Petition was signed by **owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

**Section 1. Findings of Advisability.** The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

**Construction of decel lane improvements on the west side of 159<sup>th</sup> Street East to serve the major entrances to Lots 2 and 3, Block A, Monarch Landing Commercial with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary (the "Improvements").**

(b) The estimated or probable cost of the Improvements is **One Hundred Thousand Dollars (\$100,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions thereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

**MONARCH LANDING COMMERCIAL**

**Lots 2 and 3, Block A**

(d) The method of assessment is: **on a fractional basis as described below.**

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lot 2, Block A, MONARCH LANDING COMMERCIAL shall pay 2/3 of the total cost of the improvements and Lot 3, Block A, MONARCH LANDING COMMERCIAL shall pay 1/3 of the total cost of the improvements.

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements. In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

**Section 2. Authorization of Improvements.** The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 1** of this Resolution.

**Section 3. Plans and Specifications.** The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

**Section 4. Bond Authority; Reimbursement.** The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

**Section 5. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

**ADOPTED** by the City Council of the City of Wichita, Kansas, on \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Jeff Longwell, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Jennifer Magaña, City Attorney and Director of Law



City of Wichita  
City Council Meeting  
October 6, 2015

**TO:** Mayor and City Council

**SUBJECT:** ZON2015-00031 – City Zone Change from Single-Family Residential to Neighborhood Retail with a Protective Overlay on Property Located West of Ridge Road on the Northwest Corner of Maple and Brunswick Streets.  
(District V)

**INITIATED BY:** Metropolitan Area Planning Department

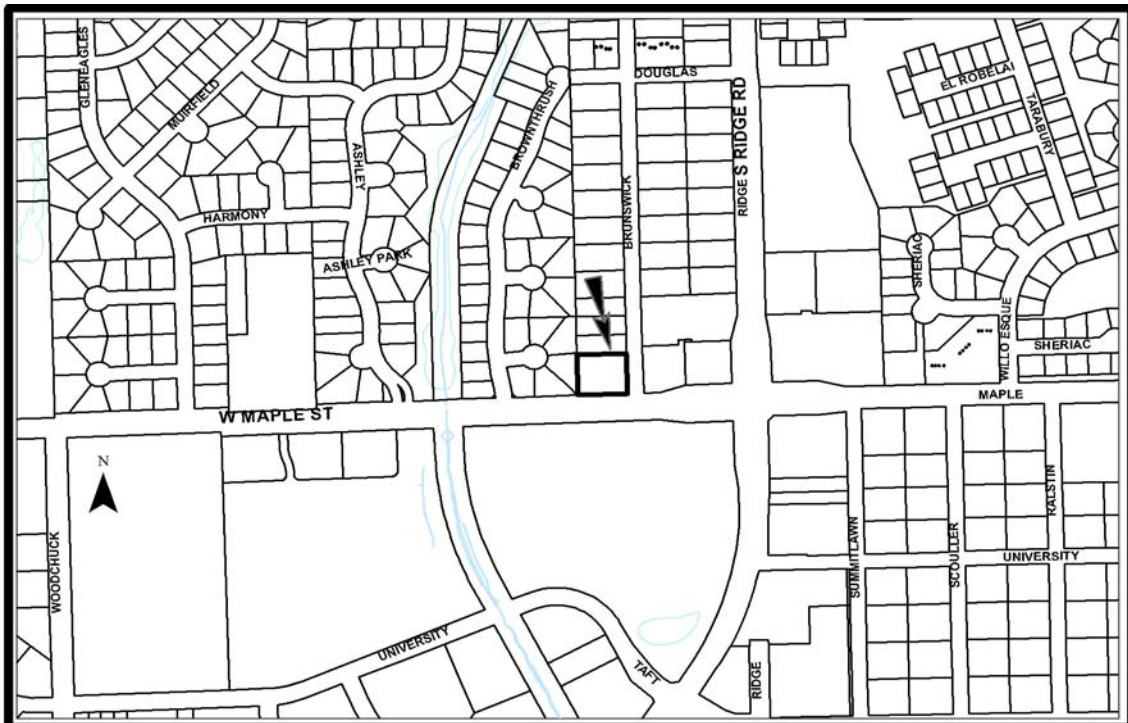
**AGENDA:** Planning (Consent)

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**MAPC Recommendation:** The MAPC recommended approval of the request (11-0).

**DAB Recommendation:** District Advisory Board V recommended approval of the request (9-0).

**MAPD Staff Recommendation:** The Metropolitan Area Planning Department staff recommended approval of the request.



**Background:** The applicant is requesting a zone change from SF-5 Single-Family Residential (“SF-5”) to Neighborhood Retail (“NR”) on the platted 160-foot (x) 187-foot (0.70-acres) site; the south 160 feet of Lot 9, Block D, Westview Addition. The site is a corner lot located one-block west of Ridge Road on the northwest corner of Brunswick and Maple Streets. The site’s one-story, brick, ranch style house’s (built 1948) front yard faces Maple Street, a paved four-lane arterial, with two center-turn lanes at this location. The site has large mature deciduous trees located throughout it, including a hedge-like line of mature trees running parallel to its west property line.

SF-5 zoned neighborhoods abut the north and west sides of the SF-5 zoned site. The west abutting SF-5 zoned single-family residences (built in the early 1990s) are separated from the subject site by the noted hedge-like line of mature trees and a six-foot brick wall. None of the houses located west of the site have front yards facing Maple Street. A similar landscape buffer does not separate the north abutting SF-5 zoned single-family residences (built late 1970s) from the subject site. A Limited Commercial (“LC”) zoned small Horton’s carpet store (built 1996), a small commercial strip with gas pumps (built 1983) and an Outback full-service restaurant (built 1999) are located east of the site, across Brunswick Street; zoning cases Z-2337, Z-3162, and Z-3237. If the zoning is approved, the 0.68-acre carpet store and 0.70-acre commercial strip site present a similar scale of commercial development that could occur on the 0.70-acre subject site. South of the site, across Maple Street, are the LC and GC General Commercial zoned big box, 17.71-acre Lowes home improvement store (built 1998) and the LC zoned big box, 15.72-acre Target department store (built 2004); zoning cases Z-3306/DP-37 and Z-3326, ZON2003-00055/DP-270. Lowes and Target are the two largest commercial developments located along the Ridge Road – Maple Street intersection, which includes full service restaurants, casual dining restaurants, furniture stores, commercial and strip buildings. Based on the built dates (as shown on the Sedgwick County Appraiser’s information) the subject site’s one-story, brick, ranch style house (built 1948) is one of the oldest, if not the oldest building in the area. The site’s house was built prior to the adoption of the Unified Zoning Code (UZC) and prior to the 1958 Sedgwick County zoning of county land located within a three mile-ring of the Wichita city limits.

**Analysis:** On August 20, 2015, the Metropolitan Area Planning Commission (MAPC) considered and approved (11-0) the request, with the following provisions of a protective overlay:

- (1) Permitted uses are an automated teller machine, a bank or financial institution, general office, personal care services, general retail, personal improvement services and medical offices.
- (2) The hedge like line of mature trees running parallel to the site’s west property line shall be maintained or improved as needed to provide a solid landscape buffer. A line of six-foot tall (at the time of planting) evergreens shall be planted on 12-foot centers along the north property line. An eight-foot tall solid fence shall be installed south of the line of evergreens. The rest of the required landscaping shall be per the Landscape Ordinance.
- (3) Compatibility setback, height and light standards and all applicable Unified Zoning Code standards will apply to the development of the site. A drainage plan must be approved by the Public Works.
- (4) No parking or lighting within the rear and interior side yard setbacks.

There were no protesters at the MAPC meeting.

On September 14, 2015, District Advisory Board V (DAB V) considered the request. DAB V voted 9-0 to approve the request for the NR zoning with the above provisions of a protective overlay. There were no protesters at the DAB V meeting. Planning staff has received no valid protests to the request.

**Financial Considerations:** Approval of this request will not create any financial obligations for the City.

**Legal Considerations:** The Law Department has reviewed and approved the ordinance as to form.

**Recommendation/Actions:** It is recommended that the City Council concur with the findings of the MAPC and approve the zoning with the provisions of Protective Overlay 300 and place the ordinance on first reading (simple majority of four votes required).

**Attachments:**

- MAPC minutes
- DAB memo
- Ordinance

ORDINANCE NO. 50-095

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY  
OF THE CITY OF WICHITA, KANSAS.

**SECTION 1.** That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

**Case No. ZON2015-00031**

Zone change from SF-5 Single-Family Residential ("SF-5") to NR Neighborhood Retail ("NR"), subject to the provisions of a Protective Overlay ("PO") on an approximately 0.70-acre property described as:

The south 160 feet of Lot 9, Block D, Westview Addition, Wichita, Sedgwick County, Kansas, generally located east of Ridge Road on the northwest corner of Maple and Brunswick Streets.

Provisions of PO #300:

- (1) Permitted uses are an automated teller machine, a bank or financial institution, general office, personal care services, general retail, personal improvement services and medical offices.
- (2) The hedge like line of mature trees running parallel to the site's west property line shall be maintained or improved as needed to provide a solid landscape buffer. A line of six-foot tall (at the time of planting) evergreens shall be planted on 12-foot centers along the north property line. An eight-foot tall solid fence shall be installed south of the line of evergreens. The rest of the required landscaping shall be per the Landscape Ordinance.
- (3) Compatibility setback, height and light standards and all applicable Unified Zoning Code standards will apply to the development of the site. A drainage plan must be approved by the Public Works.
- (4) No parking or lighting within the rear and interior side yard setbacks.

**SECTION 2.** That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

**SECTION 3.** That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

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Jeff Longwell, Mayor

**ATTEST:**

\_\_\_\_\_  
Karen Sublett, City Clerk

(SEAL)

Approved as to form: \_\_\_\_\_  
Jennifer Magana, City Attorney and Director of Law

**EXCERPT MINUTES OF THE AUGUST 20, 2015 WICHITA-SEDGWICK COUNTY  
METROPOLITAN AREA PLANNING COMMISSION HEARING**

**Case No.: ZON2015-00031** - Esther M. Wallace (owner) and Baughman Company, P.A., c/o Russ Ewy (agent) request a City zone change request from SF-5 Single-family Residential to NR Neighborhood Retail on property described as:

The South 160 feet of lot 9, Block D, Westview Addition to Wichita, Sedgwick County, Kansas.

**BACKGROUND:** The applicant is requesting a zone change from SF-5 Single-Family Residential to GO General Office on the platted 160 foot (x) 187 foot (0.70-acres) site. The site is a corner lot located one-block west of Ridge Road on the northwest corner of Brunswick and Maple Streets. The site's one story, brick, ranch style house's (built 1948) front yard faces Maple Street, a paved four-lane arterial, with two center-turn lanes at this location. The site has large mature deciduous trees located throughout it, including a hedge like line of mature trees running parallel to its west property line.

SF-5 zoned neighborhoods abut the north and west sides of the SF-5 site. The west abutting SF-5 zoned single-family residences (built in the early 1990s) are separated from the subject site by the noted hedge like line of mature trees and their subdivision's six-foot brick wall. None of the houses located west of the site have front yards facing Maple Street. A similar landscape buffer does not separate the north abutting SF-5 zoned single-family residences (built late 1970s) from the subject site. A LC Limited Commercial zoned small Horton's carpet store (built 1996), small commercial strip with gas pumps (built 1983) and an Outback full service restaurant (built 1999) are located east of the site, across Brunswick Street; Z-2337, Z-3162, and Z-3237. The 0.68-acre carpet store and 0.70-acre commercial strip sites present a similar scale of commercial development that could occur on the 0.70-acre subject site, if the zoning is approved. South of the site, across Maple Street, are the LC and GC General Commercial zoned big box, 17.71-acre Lowes home improvement store (built 1998) and the LC zoned big box, 15.72-acre Target department store (built 2004); Z-3306/DP-37 and Z-3326, ZON2003-00055/DP-270. Lowes and Target are the two largest commercial developments located along the Ridge Road – Maple Street intersection, which includes full service restaurants, casual dining restaurants, furniture stores, commercial and strip buildings. Based on the built dates (as shown on the Sedgwick County Appraiser's information) the subject site's one story, brick, ranch style house (built 1948) is one of the oldest, if not the oldest building in the area; pre Unified Zoning Code (UZO), pre 1958 County zoning within a three mile-ring of the city.

**CASE HISTORY:** The site is described as the South 160 feet of Lot 9, Block D, Westview Addition. The Westview Addition was recorded with the Register of Deeds on February 11, 1953. The site was annexed into the city between 1961 and 1970.

**ADJACENT ZONING AND LAND USE:**

NORTH: SF-5	Single-family residences
SOUTH: LC, GC	Big box home improvement, big box retail
EAST: LC	Carpet sales, small commercial strip, convenience store, restaurant
WEST: SF-5	Single-family residences

**PUBLIC SERVICES:** The site is served by all normally supplied municipal services. The site has access/a drive onto Brunswick Street, a paved two-lane local street which intersects with Maple Avenue, a paved four-lane arterial, with two center-turn lanes at this location. The site also access/a drive onto Maple Avenue.

**CONFORMANCE TO PLANS/POLICIES:** The 2030 Wichita Functional Land Use Guide map depicts the site as appropriate for “urban residential” uses. The urban residential category encompasses areas that reflect the full diversity of residential development densities and types typically found in a large urban municipality. The range of housing types found includes single detached homes, semi-detached homes, zero lot line units, patio homes, duplexes, townhouses, apartments and multi-family units, condominiums, mobile home parks, and special residential accommodations for the elderly. Elementary and middle school facilities, churches, playgrounds, parks and other similar residential-serving uses may also be found in this category. The site’s current SF-5 zoning allows single-family residences, schools, churches, and parks and is appropriate for the urban residential category. The site’s one story, brick, ranch style house’s front yard faces Maple Street, a paved four-lane arterial, with two center-turn lanes at this location; this orientation lessens the appeal of the site’s single-family residence.

The NR zoning district is generally compatible with the "local commercial" or “urban development mix” designations of the Wichita-Sedgwick County Comprehensive Plan. The urban development mix category has uses that are predominately found in the urban residential category, such as single-family residential, duplexes, apartments, schools, parks, churches and similar residential-serving uses. The urban development mix category also could be developed with local commercial uses, major institutional uses and park and open spaces. The urban development mix category contains land that is likely to be developed or redeveloped within the next 30-years. The Maple Street – Ridge Road intersection (and south of Ridge to Kellogg) has experience redevelopment from single-family residential to commercial during the last, at least, two and a half decades.

The NR zoning district also allows very-low intensity retail and office development and other complementary land uses that serve and are generally appropriate near residential neighborhoods.

**RECOMMENDATION:** Approving the zoning request moves commercial zoning further west, across Brunswick Street, a paved two-lane local street. If approved, commercial zoning would abut SF-5 zoned single-family residences/neighborhoods. Future commercial zoning requests in the immediate area could be on the north abutting property, leading to a possible expansion of the subject site, further encroaching into the SF-5 zoned neighborhood; staff would not support a future request to expand commercial zoning to the north or the west.

The site’s one story, brick, ranch style house’s front yard faces Maple Street, a paved four-lane arterial, with two center-turn lanes at this location; this orientation may lessen the appeal of the site’s single-family residence. The subject site’s one story, brick, ranch style house, built 1948, is one of the oldest, if not the oldest building in the area. The site’s single-family residence is pre-1958 County zoning within a three mile-ring of the city (which shows all of this discussed area as suitable for suburban residential), pre-1961-1970 annexation into the city and pre- Unified Zoning Code (UZC). The site, with its Maple Street frontage, is located one-block (approximately 330 feet) west of Ridge Road. Commercial development is now the dominate feature of the Maple Street – Ridge Road intersection.

The requested NR zoning is more restrictive than the adjacent east (across Brunswick Street) and south (across the arterial Maple Avenue) LC and GC zoned commercial developments. If today's request is approved, commercial development on the 0.70-acre site would be of a similar scale as the east adjacent LC zoned 0.68-acre carpet store and 0.70-acre commercial strip sites. Compatibility setback, height and light standards will apply to the development of the site. The provisions of a protective overlay could limit the uses permitted by right in the NR zoning district.

Based upon the information available prior to the public hearings, planning staff recommends that the request for NR zoning be **APPROVED**, subject to the following provisions of a protective overlay:

- (1) Permitted uses are automated teller machine, bank or financial institution, general office, personal care service general retail, personal improvement service, a medical office, and a 2,000-square foot full service restaurants (no drive through windows or curbside service)
- (2) The hedge like line of mature trees running parallel to the site's west property line shall be maintained or improved as needed to provide a solid landscape buffer. A line of six-foot tall (at the time of planting) evergreens shall be planted on 12-foot centers along the north property line. An eight-foot tall solid fence shall be installed south of the line of evergreens. The rest of the required landscaping shall be per the Landscape Ordinance.
- (3) Compatibility setback, height and light standards and all applicable USC standards will apply to the development of the site. A drainage plan must be approved by the Public Works.
- (4) No parking or lighting within the rear and interior side yard setbacks.

This recommendation is based on the following findings:

(1)The zoning, uses and character of the neighborhood: SF-5 zoned neighborhoods abut the north and west sides of the SF-5 site. The west abutting SF-5 zoned single-family residences (built in the early 1990s) are separated from the subject site by the noted hedge like line of mature trees and their subdivision's six-foot brick wall. None of the houses located west of the site have front yards facing Maple Street. A similar landscape buffer does not separate the north abutting SF-5 zoned single-family residences (built late 1970s) from the subject site. A LC Limited Commercial zoned small Horton's carpet store (built 1996), small commercial strip with gas pumps (built 1983) and an Outback full service restaurant (built 1999) are located east of the site, across Brunswick Street; Z-2337, Z-3162, and Z-3237. The 0.68-acre carpet store and 0.70-acre commercial strip sites present a similar scale of commercial development that could occur on the 0.70-acre subject site, if the zoning is approved. South of the site, across Maple Street, are the LC and GC General Commercial zoned big box, 17.71-acre Lowes home improvement store (built 1998) and the LC zoned big box, 15.72-acre Target department store (built 2004); Z-3306/DP-37 and Z-3326, ZON2003-00055/DP-270. Lowes and Target are the two largest commercial developments located along the Ridge Road – Maple Street



intersection, which includes full service restaurants, casual dining restaurants, furniture stores, commercial and strip buildings. Based on the built dates (as shown on the Sedgwick County Appraiser's information) the subject site's one story, brick, ranch style house (built 1948) is one of the oldest, if not the oldest building in the area; pre Unified Zoning Code (UZC), pre 1958 County zoning within a three mile-ring of the city.

(2) The suitability of the subject property for the uses to which it has been restricted: The site's current SF-5 zoning allows single-family residences, schools, churches, and parks by right. The site's one story, brick, ranch style house's front yard faces Maple Street, a paved four-lane arterial, with two center-turn lanes at this location. South of the site, across Maple Street, are the LC and GC General Commercial zoned big box, 17.71-acre Lowes home improvement store (built 1998) and the LC zoned big box, 15.72-acre Target department store (built 2004); Z-3306/DP-37 and Z-3326, ZON2003-00055/DP-270. Lowes and Target are the two largest commercial developments located along the Ridge Road – Maple Street intersection. The site's orientation towards Lowes and Target lessens the appeal of the site's single-family residence.

(3) Extent to which removal of the restrictions will detrimentally affect nearby property: Approving the zoning request moves commercial zoning further west, across Brunswick Street, a paved two-lane local street. If approved, commercial zoning would abut SF-5 zoned single-family residences/neighborhoods. Future commercial zoning requests in the immediate area could be on the north abutting property, leading to a possible expansion of the subject site, further encroaching into the SF-5 zoned neighborhood. The requested NR zoning is more restrictive than the adjacent east (across Brunswick Street) and south (across the arterial Maple Avenue) LC and GC zoned commercial developments. If today's request is approved, commercial development on the 0.70-acre site would be of a similar scale as the east adjacent LC zoned 0.68-acre carpet store and 0.70-acre commercial strip sites. Compatibility setback, height and light standards will apply to the development of the site. The provisions of a protective overlay could limit the uses permitted by right in the NR zoning district.

(4) Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The "2030 Wichita Functional Land Use Guide Map" depicts the site as appropriate for "urban residential" uses. The urban residential category encompasses areas that reflect the full diversity of residential development densities and types typically found in a large urban municipality. The range of housing types found includes single detached homes, semi-detached homes, zero lot line units, patio homes, duplexes, townhouses, apartments and multi-family units, condominiums, mobile home parks, and special residential accommodations for the elderly. Elementary and middle school facilities, churches, playgrounds, parks and other similar residential-serving uses may also be found in this category. The site's current SF-5 zoning allows single-family residences, schools, churches, and parks and is appropriate for the urban residential category. The site's one story, brick, ranch style house's front yard faces Maple Street, a paved four-lane arterial, with two center-turn lanes at this location; this orientation lessens the appeal of the site's single-family residence.

The NR zoning district is generally compatible with the "local commercial" or "urban development mix" designations of the Wichita-Sedgwick County Comprehensive Plan. The urban development mix category has uses that are predominately found in the urban residential category, such as single-family residential, duplexes, apartments, schools, parks, churches and similar residential-serving uses. The urban development mix category also could be developed with local commercial uses, major institutional uses and park and open spaces. The urban development mix category contains land that is likely to be developed or redeveloped within the next 30-years. The Maple Street – Ridge Road intersection (and south of Ridge to Kellogg) has experience redevelopment from single-family residential to commercial during the last, at least, two and a half decades.

The NR zoning district also allows very-low intensity retail and office development and other complementary land uses that serve and are generally appropriate near residential neighborhoods.

(5) Impact of the proposed development on community facilities: There will be minimal impact on community facilities.

**BILL LONGNECKER**, Planning Staff presented the Staff Report.

**RUSS EWY, BAUGHMAN COMPANY, 315 ELLIS, AGENT FOR THE APPLICANT** said he would stand for questions. He said he believed one resident in the area has comments on the application.

**RICHARDSON** asked the agent about approving the request minus the restaurant.

**EWY** said he doesn't see a problem removing restaurant from the list of permitted uses.

**JARED GISH, 227 SOUTH BRUNSWICK** said he was present for the restaurant question. He indicated that he lived two houses from the site and he maintains his property pretty well. He said he would like to see the applicant provide a six (6) foot block wall along the north side of the property and exit only onto Maple Street from the site, not down Brunswick. He said this area is the first Addition of Ashley Park.

**J. JOHNSON** asked about access onto Maple Street.

**EWY** commented that they had received an e-mail from one of the neighbors saying they were fine with the proposal but did have concerns about the specific location of a drive. He referred to a schematic with an el shaped parking area with openings onto both Brunswick and Maple. He said they will meet with Traffic Engineering prior to the DAB hearing to see if a single point of access would be preferable. He said the neighbors also expressed a preference that the building be kept in the northwest quadrant of the property with parking in the front. He said staff requested that they maintain existing vegetation which would be fine with a wood screening fence, which is what is required by Code. He said it will be a bit trickier to maintain the vegetation with a masonry wall. He said they would like to meet the screening requirements as recommended by staff, which was wood screening in addition to the trees.

**J. JOHNSON** asked about any restriction about exiting onto Brunswick.

**RICHARDSON** suggested they let Traffic Engineering address that issue. He said he believes the traffic issue is people using Brunswick to avoid the intersection and this location probably won't generate enough traffic to affect that.

**MOTION:** To approve subject to staff recommendation with elimination of any restaurant use on the site.

**RICHARDSON** moved, **DENNIS** seconded the motion, and it carried (11-0).



**INTEROFFICE  
MEMORANDUM**

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**TO:** City Council  
**FROM:** Martha Sanchez, Community Liaison, District VI  
**SUBJECT:** ZON2015-00031  
**DATE:** September 14, 2015

On Monday, September 14, 2015, the District V Advisory Board considered a request from applicant Esther M. Wallace (Owner) Baughman Company, P.A., c/o Russ Ewy (Agent) for a zoning change to NR Neighborhood Retail. The current zoning of proposed site is SF-5 Single-Family Residents and is located at 7324 W. Maple Street.

The DAB Members were provided with the MAPD staff report with a recommendation to approve the zoning request, subject to the following provisions of a protective overlay listed in the staff report.

**The DAB members voted (9-0) to recommend approval for zoning change with (1) member abstaining from the vote.**

Please review this information when **ZON2015-00031** is considered.

**City of Wichita  
City Council Meeting  
October 6, 2015**

**TO:** Wichita Airport Authority

**SUBJECT:** Playtime, LLC Agreement  
Wichita Dwight D. Eisenhower National Airport

**INITIATED BY:** Department of Airports

**AGENDA:** Wichita Airport Authority (Consent)

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**Recommendation:** Approve the agreement.

**Background:** Requests for Proposals (RFP) for a Children's Indoor Play Area from qualified and experienced vendors to design, produce, construct, deliver, and install indoor play equipment in the new terminal were sought this summer. The RFP was sent to parties that had expressed interest and was listed on the City's procurement website. One proposal from Playtime, LLC (Playtime) was received.

**Analysis:** Playtime is highly qualified to provide this unique equipment. Founded in 1998, Playtime, which is headquartered in the Denver area, is a global provider of interactive custom soft-sculpted indoor playground equipment. Playtime designs, manufactures and installs play areas in many different market segments. There are thousands of installation locations worldwide, with play areas at a number of airports around the United States. Construction and installation of the play area is expected to take several months following notice to proceed.

**Financial Considerations:** The all-inclusive turnkey installation price from Playtime is \$85,000, which is funded from the approved Air Capital Terminal 3 (ACT 3) budget.

**Legal Considerations:** The agreement has been reviewed and approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the Wichita Airport Authority approve the agreement and authorize necessary signatures.

**Attachment:** Agreement.

# **CONSTRUCTION CONTRACT AGREEMENT**

**Wichita Airport Authority**

**THIS AGREEMENT**, made as of October 6, 2015 is

## **BY AND BETWEEN**

the OWNER:                      Wichita Airport Authority  
   2173 Air Cargo Road  
   Wichita, Kansas 67209

And the CONTRACTOR:      Playtime, LLC  
   13310 James E. Casey Avenue  
   Englewood, CO 80112

## **WITNESSETH:**

WHEREAS it is the intent of the OWNER to make improvements at Dwight D. Eisenhower National Airport generally described as follows;

Design, Produce, Construct, Deliver and Install Children's Indoor Play Area in the  
Airline Terminal

hereinafter referred to as the Project.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, OWNER and CONTRACTOR agree as follows:

### **Article 1 - Work**

It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the CONTRACTOR by the OWNER, CONTRACTOR shall faithfully furnish all necessary labor, equipment, and material (unless specifically identified to be provided by others) and shall fully perform all necessary work to complete the Project in strict accordance with this Agreement. The Request for Proposals, including addenda, and CONTRACTOR developed and OWNER approved plans and specifications shall be considered a part of this Agreement and are incorporated by reference.

## **Article 2 – Insurance**

Contractor shall procure, maintain and carry, at its sole cost, in accordance with and/or until completion of this Contract all insurance identified herein, as required per the amounts as set forth below or higher amounts if required by the Owner. Insurance shall be furnished by a company licensed to do business in Kansas.

Insurance certificates shall be issued on a standard ACORD form and include the NAIC number of the insuring company. Each insurance company's rating, as shown in the latest Best's Key Rating Guide, shall be no less than A-VII, unless approved by the Owner, or from a Workers' Compensation pool approved by the State of Kansas. Insurance certificates must be received by the Owner prior to the commencement of work.

The Owner reserves the right to request and receive for review certified copies of any and all insurance policies to which this Contract is applicable prior to commencement of work. The failure of Owner to reject the Contractor's certificate of insurance shall not be deemed to constitute an acceptance by the Owner of a deficient certificate of insurance. If the Contractor fails to procure or maintain any of the specified coverages the Owner has the right, but not the obligation, to secure the coverage and charge the cost to the Contractor along with a 20% administrative fee.

The Contractor shall be responsible for determining the types and limits of insurance coverage required by their subcontractors. At a minimum, subcontractors shall carry Workers' Compensation, commercial general liability (minimum of \$1,000,000 per occurrence) and commercial automobile liability (minimum of \$1,000,000 combined single limit). Contractor shall require in their subcontracts that the Wichita Airport Authority, City of Wichita and others as may be required by Contract shall be added as primary and non-contributory additional insureds (including completed operations) on every subcontractors commercial general liability policy. The addressed are:

Wichita Airport Authority  
2173 Air Cargo Road  
Wichita, Kansas 67209

City of Wichita  
455 N. Main  
Wichita, Kansas 67202

The requirements, procurement and carrying of the required insurance shall not limit any of the Contractor's obligations or liability under this Contract or as a matter of law.

Insurance shall include the following terms and conditions:

**a) WORKERS' COMPENSATION**

Contractor shall maintain Workers' Compensation insurance to cover the statutory requirements of the Workers' Compensation laws of the State of Kansas and when applicable to Federal Laws and Voluntary Compensation and Employer's Liability (including occupational disease) coverage.

Bodily Injury by Accident	\$500,000 per accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$500,000 each employee

**b) COMMERCIAL AUTOMOBILE LIABILITY**

Contractor shall maintain commercial automobile insurance, including contractual liability coverage. Coverage shall include all owned, non-owned and hired automobiles used in connection with the services or other work hereunder and shall have minimum bodily injury and property damage limits as outlined herein. An MCS-90 endorsement shall be procured, when applicable.

Combined Single Limit	\$1,000,000 Each Accident
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**c) COMMERCIAL GENERAL LIABILITY**

Contractor shall maintain Commercial General Liability Insurance on an all risk occurrence form. Coverage shall include on-going operations, product/completed operations (minimum of two years following the project completion) and contractual liability. Coverage shall include explosion, collapse and underground coverage.

General Aggregate (per project)	\$1,000,000
Products/Completed Operations	\$ 500,000
Personal and Advertising Injury	\$ 500,000
Each Occurrence	\$ 500,000
Fire Damage	\$50,000
Medical Expense	\$5,000

Contractor must use ISO Form CG 00 01 04 13 or its equivalent with no amendments to the definition of an insured contract. The General Aggregate shall apply on a per project basis. The policy shall include a separation of insureds clause. The Wichita Airport Authority and the City of Wichita be added as primary and non-contributory additional insureds (including completed operations).



**d) UMBRELLA/EXCESS LIABILITY COVERAGE**

If required, the Contractor shall provide minimum Umbrella/Excess liability limits (excess of Commercial General Liability and Commercial Automobile Liability) of:

Each Occurrence Limit \$2,000,000

Annual Aggregate Limit \$10,000,000

Umbrella/Excess Liability coverage: ☐ Is Required ☒ Is Not Required

**e) PROFESSIONAL SERVICES SUBCONTRACTING**

The Contractor shall require any sub-consultant performing professional services in conjunction with work under the Contract to procure and maintain professional liability insurance as will protect the sub-consultant from damages resulting from negligent acts and/or omissions of the sub-consultant, its agents, officers, employees and sub-consultants in an amount not less than \$1,000,000 per claim, procured on a claims made basis. The Contractor engaging the services of the sub-consultant shall be named as an additional insured on the policy.

**f) BUILDER'S RISK**

Builder's Risk insurance: ☐ Is Required ☒ Is Not Required

If required, the Contractor shall purchase and maintain, throughout the duration of the Project and through the date the final payment has been made or until no person or entity has an insurable interest in the Project, including the interest of the Owner, Contractor, subcontractors, sub-subcontractors, Builder's Risk insurance in the amount of the Contract sum written on an "all risk"/replacement cost basis to include coverages for, but not limited to:

- (1) ensuing loss from faulty workmanship, non-conforming work materials, omission or deficiency in design or specifications (full contract amount);
- (2) damage or loss caused by the perils of fire (with extended coverage), earth movement, earthquake, flood, theft, vandalism and malicious mischief debris removal and testing (full contract amount for all elements);
- (3) transit (\$500,000)
- (4) off-site storage (\$500,000)

Contractor shall be responsible for paying any and all deductibles.

### **Article 3 – Contract Price**

In consideration of the faithful performance and completion of the Work by the CONTRACTOR in accordance with the Contract Documents, the OWNER shall pay the CONTRACTOR an amount equal to:

\$ Eighty-five thousand dollars

\$ 85,000.00

subject to the following:

- a. Said amount is a lump sum the result of the CONTRACTOR'S stated pricing from the Proposal or negotiated.
- b. Said amount is subject to modification via written Change Order for additions and deductions.

### **Article 4 – Payment**

Upon the completion of the work and its acceptance by the OWNER, all sums due the CONTRACTOR by reason of faithful performance of the work, taking into consideration additions to or deductions from the Agreement price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Agreement, will be paid to the CONTRACTOR by the OWNER after said completion and acceptance. OWNER and CONTRACTOR agree to the following payment schedule:

Within fifteen (15) days upon receipt of invoice and after the execution of this Contract, OWNER agrees to make a payment of forty percent (40%) of the Contract Price. Within fifteen (15) days of receipt of the second the invoice and after CONTRACTOR has shipped the materials to Project's location, OWNER agrees to make a second payment of thirty percent (30%) of the Contract Price. OWNER shall issue a final payment of thirty percent (30%) within fifteen (15) days of receipt of invoice and after final acceptance by the OWNER.

The acceptance of final payment by the CONTRACTOR shall be considered as a release in full of all claims against the OWNER, arising out of, or by reason of, the work completed and materials furnished under this Agreement.

## **Article 5 – Contract Time**

The CONTRACTOR agrees to commence work within 10 calendar days of the date specified in the OWNER'S Notice-to-Proceed. CONTRACTOR further agrees to complete said work within the timeframe of the commencement date stated within the Notice-to-Proceed, unless modified by Change Order.

### **90 Calendar Days from Notice-to-Proceed**

It is expressly understood and agreed that the stated Contract Time is reasonable for the completion of the Work, taking all factors into consideration. Furthermore, extensions of the Contract Time may only be permitted by execution of formal modifications to this Agreement via written Change Order.

## **Article 6 – Security**

CONTRACTOR shall comply with all applicable regulations relating to Airport security. OWNER shall be held harmless for any and all breaches of the Federal Aviation Administration or Transportation Security Administration's policies and regulations and OWNER's security rules or regulations caused by the CONTRACTOR, its agents or employees, or that occur on the OWNER'S Premises except to the extent caused by OWNER. In the event the Federal Aviation Administration or the Transportation Security Administration imposes a fine or penalty for any such security violation, whether such fine or penalty is assessed to the OWNER or the CONTRACTOR or their agents or employees, the penalty shall be paid by the CONTRACTOR, provided, however, that nothing herein shall prevent CONTRACTOR from contesting the legality, validity or application of such fine or penalty to the full extent CONTRACTOR may be lawfully entitled so to do.

CONTRACTOR must obtain Airport Security Identification and Access Media (I.D. Media) for its employees, subcontractors, etc. requiring access to the sterile areas, secured Air Operations Area (AOA), and Security Identification Display Area (SIDA), or other secured areas as may be identified in the Airport Security Program, and pay any related costs associated with the privileges as set forth. With respect to the issuance, maintenance, and administration of I.D. Media, the CONTRACTOR shall pay or cause to be paid to the OWNER all charges as may be established from time to time by the OWNER. Such costs may include, but are not limited to: (i) the replacement of lost or stolen I.D. Media; (ii) administrative costs with respect to those I.D. Media not returned to the OWNER.

Said I.D. Media will be valid as set forth under the Airport Security Program, and must be returned to the Airport Police and Fire Division, at 2193 Air Cargo Road within twenty-four (24) hours after expiration, suspension, and/or termination of this Agreement. Said I.D. Media will be valid for no longer than the period of this Agreement. The CONTRACTOR shall be responsible for requesting the issuance of I.D. Media to employees or other authorized representatives of the CONTRACTOR who require access to secured areas on the Airport due to operational need and necessity. In addition, CONTRACTOR shall be

responsible for the immediate reporting of all lost or stolen I.D. Media and the immediate return of the I.D. Media of CONTRACTOR's personnel transferred from the Airport, or separated from the employ of CONTRACTOR.

CONTRACTOR warrants that it will at all times maintain the integrity of the Airport Security Program and comply with all applicable regulations of the Federal Aviation Administration ("FAA") and Transportation Security Administration ("TSA"), 49 CFR Parts 1500, 1542, 1544, 1546, 1548, and 1550 as amended or promulgated, and that it will always maintain the security of the Airport, Premises, and/or any AOA access for which CONTRACTOR is responsible. The OWNER shall have the right to require the CONTRACTOR to conduct background investigations and to furnish certain data on such employees or other persons before the issuance of I.D. Media, which data may include the fingerprinting of any and all of its employees, subcontractors, suppliers, agents, and/or representatives. CONTRACTOR also hereby agrees that it shall be responsible for any and all of the actions on the Premises of its employees, subcontractors, suppliers, agents, customers, invitees, and/or representatives and shall provide any and all necessary escorts, as outlined in the Airport Security Program. CONTRACTOR hereby agrees that it will immediately implement any and all security changes that are directed either directly or indirectly by the TSA, FAA, or OWNER. CONTRACTOR further agrees to correct any security deficiency or other deficiency as may be determined as such by the OWNER, the Department of Transportation ("DOT"), the FAA, or the TSA, or any other federal or state agency with jurisdiction. In the event CONTRACTOR fails to remedy any such deficiency, the OWNER may do so at the sole cost and expense of CONTRACTOR. The OWNER reserves the right to take whatever action is necessary to correct and remedy any security deficiency or other deficiency. When the OWNER takes actions to remedy deficiencies of any kind, it shall be done in a reasonable and cost-conscious manner.

Should CONTRACTOR, its employees, subcontractors, suppliers, agents, customers, invitees, and/or representatives cause any security violations, and should OWNER be cited for a civil fine or penalty for such security violation, CONTRACTOR agrees to reimburse OWNER for any monetary civil fine or penalty which may be imposed on OWNER. However, nothing herein shall prevent the V from contesting the legality, validity or application of such fine or penalty to the full extent CONTRACTOR may be lawfully entitled, nor require OWNER to pursue such a contest on CONTRACTOR'S behalf. CONTRACTOR may have I.D. Media/access privileges immediately suspended and/or revoked by OWNER for failure to adhere to the Airport Security Program, or for failure to return all I.D. Media within the time-frames specified herein.

The CONTRACTOR agrees that information concerning the location, type, nature, capabilities, application and use of the OWNER's security system is considered Sensitive Security Information (SSI) as defined by TSR 1520, and shall restrict the distribution, disclosure and availability of SSI only to persons with a need to know. All requests for SSI by persons not directly employed by the CONTRACTOR, and deemed to have a need to



know shall be referred to OWNER for consideration and determination of whether such information is legal and appropriate for dissemination.

#### **Article 7 – Liquidated Damages**

The CONTRACTOR and OWNER understand and agree that time is of essence for completion of the Work and that the OWNER will suffer additional expense and financial loss if said Work is not completed within the authorized Contract Time. Furthermore, the CONTRACTOR and OWNER recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such proof, the CONTRACTOR expressly agrees to pay the OWNER as liquidated damages the non-penal sum shown herein for each calendar day required in excess of the authorized Contract Time.

Furthermore, the CONTRACTOR understands and agrees that;

- a. the OWNER has the right to deduct from any moneys due the CONTRACTOR, the amount of said liquidated damages, and that such satisfaction of liquidated damages shall not be considered retainage under Kansas statute;
- b. the OWNER has the right to recover the amount of said liquidated damages from the CONTRACTOR, SURETY or both.
- c. The liquidated damages for this Project, which shall bear interest at 18% annually, if paid, are:

#### **\$100 per calendar day**

- d. CONTRACTOR acknowledges that payment of liquidated damages by set off from retainage avoids interest charges, is to its advantage, and is hereby authorized should an instance arise triggering liquidated damages, in the opinion of OWNER. Such set off shall thereafter not be considered retainage, but rather an equitable obligation which may be challenged, if required, only as an independent obligation, separate and distinct from the public construction contract.

#### **Article 8 – CONTRACTOR’S Representations**

The CONTRACTOR understands and agrees that all representations made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein.

#### **Article 9 – CONTRACTOR’S Certifications**

The CONTRACTOR understands and agrees that all certifications made by the CONTRACTOR within the proposal shall apply under this Agreement as if fully rewritten herein.

**Article 10 – Non-Discrimination/Affirmative Action Program**

The CONTRACTOR, in performing the work required under this Agreement, agrees to comply with the provisions of the Non-Discrimination Equal Employment Opportunity/Affirmative Action Program requirements of the City of Wichita attached hereto as Exhibit A and incorporated herein by reference.

**Article 11– Anti-Trust Provisions**

For good cause, and as consideration for executing this Agreement, the CONTRACTOR, acting by and through its authorized agent, hereby conveys, sells, assigns, and transfers to the OWNER all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the OWNER pursuant to this Agreement.

**Article 12 – Hold Owner Harmless**

The OWNER shall be held harmless for any and all breaches of Federal Aviation Administration, Transportation Security Administration or OWNER'S security rules and/or regulations arising out of or resulting from any conduct or omission by the CONTRACTOR. In the event a penalty is imposed for one or more security violations the penalty(s) shall be paid by the CONTRACTOR.

The parties agree that each party will save, hold harmless and indemnify the other against all suits, claims, damages and losses for injuries to third parties or their property or to the other party and its property arising out of or resulting from its intentional and negligent acts, errors or omissions and those of its officers, employees, agents and subcontractors occurring in the performance of its services under this Agreement.

**Article 13 – No Arbitration**

The CONTRACTOR agrees the OWNER shall not be subject to arbitration and any clause relating to arbitration shall be null and void.

**Article 14 – Warranty**

Warranty shall be one (1) year from the OWNER'S Final Acceptance.

## Article 15 – Miscellaneous

- a. CONTRACTOR understands that it shall be solely responsible for the means, methods, techniques, sequences and procedures of construction in connection with completion of the Work;
- b. The rights of each party under this Agreement shall not be assigned or transferred to any other person, entity, firm or corporation without prior written consent of both parties;
- c. OWNER and CONTRACTOR each bind itself, its partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements, and obligations;
- d. CONTRACTOR understands all Contract documents are the property of the OWNER and shall not be used by the CONTRACTOR for any purpose other than the Work to be performed under this Agreement.
- e. The failure of any party to enforce, at any time, the provisions of this Agreement or the failure to exercise any option which it provides shall not be construed as a waiver of such provisions or to affect the validity of this Agreement or any of its terms, or the right of any party to enforce each and every provision of this Agreement or the right to exercise any option provided within this Agreement terms. Neither waiver of any breach nor waiver of multiple breaches of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies available under this Agreement are cumulative and are in addition to every other remedy provided by operation of law.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed copies of this Agreement on the day and year first noted herein.

OWNER ATTEST:

WICHITA AIRPORT AUTHORITY  
2173 AIR CARGO ROAD  
WICHITA, KANSAS 67209

By: \_\_\_\_\_  
Karen Sublett, City Clerk

By: \_\_\_\_\_  
Jeff Longwell, President  
"OWNER"

By: \_\_\_\_\_  
Victor D. White, Director of Airports

APPROVED AS TO FORM: Jennifer Morgan/aj Date: 9-23-15

CONTRACTOR ATTEST:

Name: PLAYTIME Address: 13310 James E. Casey Ave.  
ENGLEWOOD CO, 80112

By: Jim Mahub By: [Signature]  
"CONTRACTOR"  
Title: VP Sales + Marketing Title: BUSINESS DEVELOPMENT Mgr

ATTACHMENTS: EXHIBIT A – Equal Employment Opportunity  
EXHIBIT B – Request for Proposals Response –  
Incorporated by reference



**REVISED NON-DISCRIMINATION AND  
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM  
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
  - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
  - 1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination,

rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
  3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
  4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
  5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
- D. Exempted from these requirements are:
1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
  2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.



**REQUEST FOR PROPOSAL NO. - FP540044**

Children's Indoor Play Area at Wichita Dwight D. Eisenhower  
National Airport's New Airline Terminal Building

***Proposal for:***

**Melinda Walker  
City of Wichita/Wichita Airport Authority  
Wichita, KS**

**9/17/2015**

***Prepared by:***

**Jeff Williamson  
Business Development Manager**

## Proposal Summary

13310 James E. Casey Avenue | Englewood, CO | 80112 USA | phone: 303.662.0302 | fax: 303.662.0254

### Customer

**Name:** City of Wichita  
**Address:** 455 North Main, 12th Floor  
**City:** Wichita **State:** KS **Zip:** 67202  
**Contact:** Melinda Walker  
**Phone:** (316) 268-4636

**Date:** 9/17/2015

**Proposal #:** 12287

**Sales Rep:** Jeff Williamson

**Shipping Location:** Colorado

### Ship To

**Name:** Wichita Dwight D. Eisenhower National Airport  
**Address:** 2277 Eisenhower Airport PKWY  
**City:** Wichita **State:** KS **Zip:** 67209  
**Contact:** Traci Nichols  
**Phone:** (316) 946-4700

ITEM	DESCRIPTION	TOTAL
Play Equipment	<b>PLAYTIME Play Area System</b>	\$ 83,154.00
Interactive	<b>Sculpted Foam Play Elements:</b> White Tiger and Cub on Rocks (climber/slide/tunnel) Rhinoceros (climber) Giraffe (climber/tunnel) Hippo (climber)	
Seating	<b>One (1) PLAY ME Interactive Touchscreen Units</b>	
Safety Surface	<b>Parent Seating for Children's Play Area</b> * includes built-in shoe cubbies Vinyl Color: TBD	
Wall Mural	<b>Custom-Themed DuraSoft Safety Flooring System</b> 1.5" Foam w/ Commercial Custom Printed Carpet - Exceeds ASTM F1292 5' Drop/Fall Rating and ADA F1951 Accessibility Requirements - Approximately 515 square feet w/ necessary overrun.	
Safety Wall	<b>Custom Safari Themed Wall Mural</b>	
Photo Op/Rules	<b>42" T Padded Safety Walls:</b> Hand Sanitizer Unit Retractable Entrance Belt Sponsorship Signage	
Install	<b>Custom 3D Photo Op and Rules Signage</b> *To include sponsor info/logo	
	<b>PLAYTIME Professional Installation</b>	
<b>Payment Details</b>		SubTotal \$ 83,154.00
50% Deposit Required to Begin Production		Shipping & Handling \$ 1,846.00
Balance Due Prior to Shipping		Sales Tax Exempt
		<b>TOTAL \$ 85,000.00</b>

Customer Signature & Date

Customer Printed Name

- Signature indicates agreement with attached Terms and Conditions.
- Buyer is responsible for paying any and all applicable sales tax which will be collected by PLAYTIME on balance due invoice.
- Please allow 12 weeks from deposit to installation.



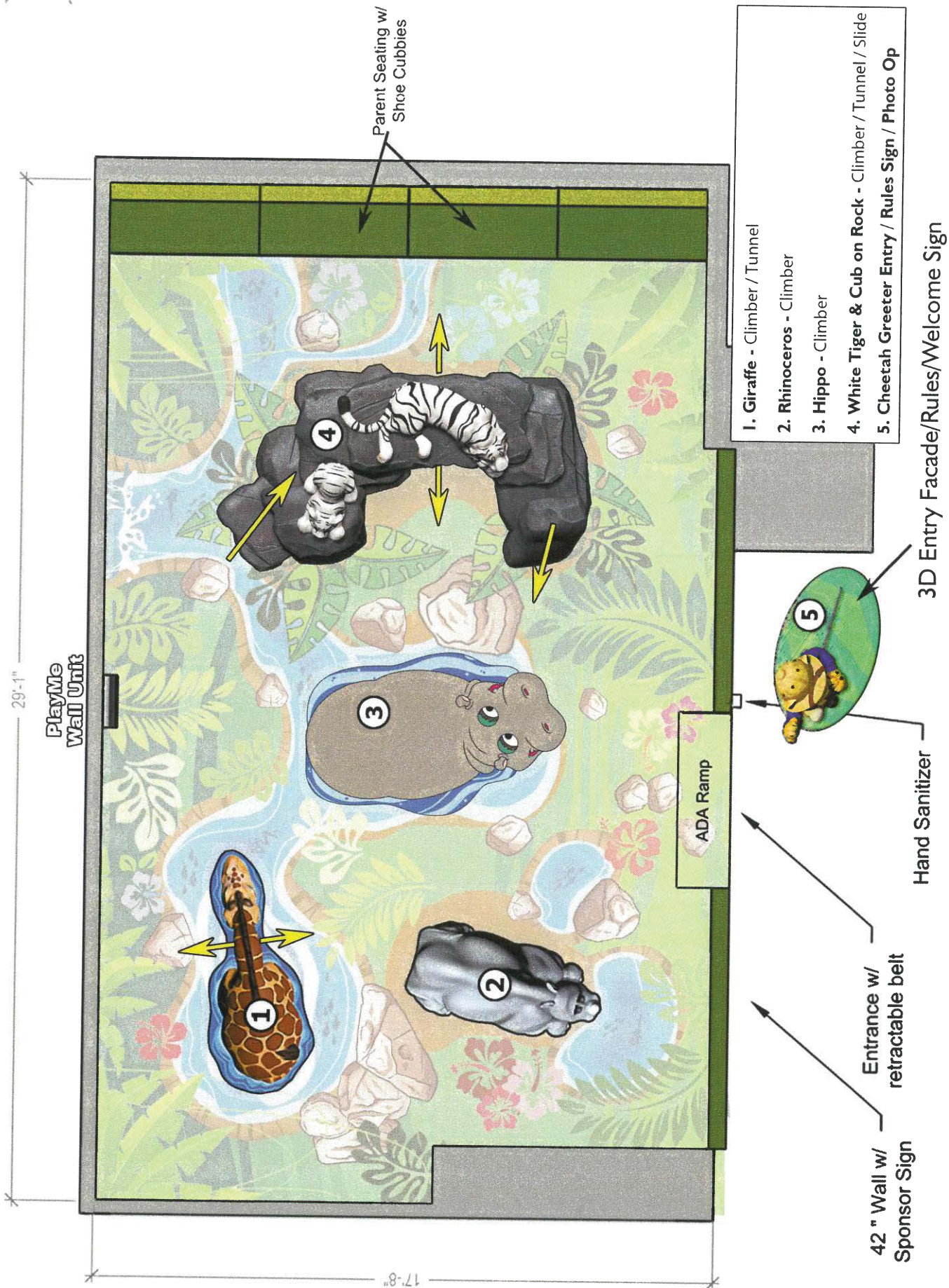
1. **Terms of Purchase:** PLAYTIME sells to the Purchaser, and the Purchaser purchases from PLAYTIME, the goods and services (the "Goods and Services") listed on the order or invoice to which these terms and conditions are attached (the "Order") on the following terms.
2. **Payment; Title; Taxes:** The Purchaser shall pay PLAYTIME for the Goods and Services at the times indicated on the Order. PLAYTIME retains all right, title and property in and to the Goods until the Purchaser has paid for the Goods and Services in full. Applicable State and/or local taxes are the responsibility of the purchaser.
3. **Services and Installation:** In the event that the Services include installation of the Goods, subject to the occurrence of any Force Majeure Event, Playtime shall provide all Services required to install the Goods on that part of the Premises specified by the Purchaser. The Purchaser shall ensure that the Premises are properly prepared, including without limitation that the Purchaser shall complete all work necessary to ensure that Playtime is able to install the Goods on the Premises. If the Purchaser has not, in Playtime's opinion acting reasonably, properly prepared the Premises then Playtime may charge \$350.00 per day, per person, plus applicable expenses.
4. **Delivery and Risk of Loss:** PLAYTIME shall deliver the Goods to the Purchaser at the address of the Purchaser listed on the Order (the "Premises") on or about the requested delivery date (subject to any Force Majeure Event). On delivery of the Goods by PLAYTIME to the Purchaser, all risk of loss passes to the Purchaser.
5. **Insurance:** PLAYTIME must carry and maintain sufficient comprehensive general liability insurance coverage in relation to the Goods pursuant to this Agreement. The Purchaser must carry and maintain sufficient comprehensive general liability insurance coverage in relation to all expected use of the Goods.
6. **Warranties:** For one year following the sale and installation of the Goods and subject to the exclusions below, PLAYTIME warrants to the Purchaser that:
  - (a) the materials, workmanship and packaging of the Goods shall be free from defects and the Goods shall be fit for their intended purpose, which purpose is set out in PLAYTIME's "Maintenance and Safety Manual" as amended from time to time by PLAYTIME (the "Manual"), a copy of which the Purchaser shall receive on delivery of the Goods.
  - (b) the Services shall be performed in a good and workmanlike manner in accordance with general standards within the play equipment industry.
  - (c) THE ABOVE WARRANTIES SHALL NOT APPLY: (I) IF THE PURCHASER TREATS OR USES, OR ALLOWS THE TREATMENT OR USE OF, THE GOODS IN A MANNER CONTRARY TO THE MANNER OF USE RECOMMENDED IN THE MANUAL OR IN A MANNER CONTRARY TO THE MANNER OF USE OTHERWISE SUGGESTED OR RECOMMENDED BY PLAYTIME OR (II) IN RESPECT OF DAMAGE ARISING OR OCCURRING AS A RESULT OF THE ORDINARY WEAR AND TEAR OF THE GOODS, THE IMPROPER REPAIR OR MAINTENANCE OF THE GOODS BY SOMEONE OTHER THAN PLAYTIME, A FORCE MAJEURE EVENT, VANDALISM, GRAFFITI OR SIMILAR MISUSE OR ABUSE OF THE GOODS. VINYL TEARS AND CARPET SNAGS ARE CONSIDERED ORDINARY WEAR AND TEAR AND THEREFORE ARE NOT COVERED AS A PART OF THE ABOVE WARRANTIES.
  - (d) ALL OTHER CONDITIONS AND WARRANTIES IN RELATION TO THE GOODS AND SERVICES, WHETHER EXPRESS OR IMPLIED, AND WHETHER UNDER STATUTE OR OTHERWISE, INCLUDING WITHOUT LIMITATION AN IMPLIED WARRANTY OF MERCHANTABILITY OR THAT THE GOODS ARE FIT FOR ANY OTHER PURPOSE, ARE EXCLUDED AND DO NOT APPLY. ANY ACTION FOR BREACH OF CONDITION OR WARRANTY MUST BE BROUGHT BY THE PURCHASER WITHIN ONE YEAR OF THE DATE OF FINAL PAYMENT ON THE ORDER.
7. **Limitation of Liability:** Within a reasonable time of being notified by the Purchaser of a problem in relation to the Goods or the Services and to which a warranty under section 6 applies, PLAYTIME will, in its discretion, either repair the problem or replace the relevant part of the Goods, or re-supply the Services, materials and local labor included (subject to any Force Majeure Event). Under either of these options, the Purchaser shall be solely responsible for any freight, taxes, and/or handling charges incurred in the pick-up and return of the repaired or replace product. PLAYTIME'S LIABILITY UNDER THIS SECTION AND SECTION 6, OR ANY OTHER LIABILITY OF PLAYTIME, WILL BE LIMITED TO THE LESSER COST OF REPAIRING OR REPLACING THE GOODS, OR RE-SUPPLYING THE SERVICES. IN NO CASE WILL PLAYTIME BE LIABLE TO THE PURCHASER FOR DAMAGES OF ANY SORT, INCLUDING WITHOUT LIMITATION, FOR ANY INJURIES, DAMAGES OR OTHER REMOTE OR CONSEQUENTIAL DAMAGES.
8. **Indemnification:** The Purchaser indemnifies and holds PLAYTIME harmless from and against any liability, claims, demands or suits by or in relation to any third party user of the Goods, including without limitation any damages, costs (including reasonable attorneys' fees) and expenses of any nature or kind whatsoever, by reason of or arising out of any use of the Goods.
9. **Notices:** All notices and demands required or permitted to be given hereunder shall be in writing and may be delivered personally, or may be forwarded by first class prepaid registered mail. Any notice mailed shall be deemed to have been given and received on the expiration of four days after it is posted to the address on the Order or at any other address or addresses as may from time to time be notified in writing by the parties hereto, provided that if there shall be between the time of mailing and the actual receipt of the notice a mail strike, slowdown or other labor dispute which might affect the delivery of the notice by the mails, then the notice shall only be effective if actually delivered.
10. **Order Cancellation:** If the Purchaser elects to cancel the Order within thirty (30) days of deposit payment receipt or order acceptance, then Purchaser agrees to pay a 25% cancellation fee. If the order is cancelled any time after thirty (30) days of deposit payment receipt or order acceptance but before final payment has been received, Purchaser agrees to a 50% cancellation fee, equivalent to the deposit payment made. Cancellation fee percentages are based on the total Order amount.
11. **Resolution of Disputes:** Any dispute concerning or in connection with the Order or these terms shall be determined solely and exclusively by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Arbitration shall take place in Denver County, Colorado. If PLAYTIME has to retain legal counsel to enforce this Agreement, Purchaser shall reimburse PLAYTIME for its attorneys' fees and costs, whether or not any lawsuit, arbitration, or other proceeding is filed or initiated.
12. **Miscellaneous:** PLAYTIME may assign the Order and its rights to any payment thereunder to a third party without the prior consent of the Purchaser. The Order and the rights of Purchaser thereunder shall not be assignable by the Purchaser without the prior written consent of PLAYTIME. These terms constitute the entire agreement between the parties with respect to the subject matter of the Order. The Order and these terms and conditions shall be governed by and construed in accordance with the laws of the state of Colorado. "Force Majeure Event" in relation to a party means an event or occurrence beyond the reasonable control of the party without its fault or negligence.





Project Name	Scale	Date	PLAYTIME, LLC 13310 James E. Casey Ave. Englewood, CO 80112 303-662-0302 www.Playtime
Dwight D. Eisenhower National Airport - Plan View	I Square = 1 Square Foot	09-17-2015	PLAYTIME <sup>®</sup> the softer side of play
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Project Name

**Dwight D. Eisenhower National Airport - Call Outs**

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Date

**09-17-2015**

PLAYTIME, LLC

13310 James E. Casey Ave.

Englewood, CO 80112

303-662-0302

www.Playtime

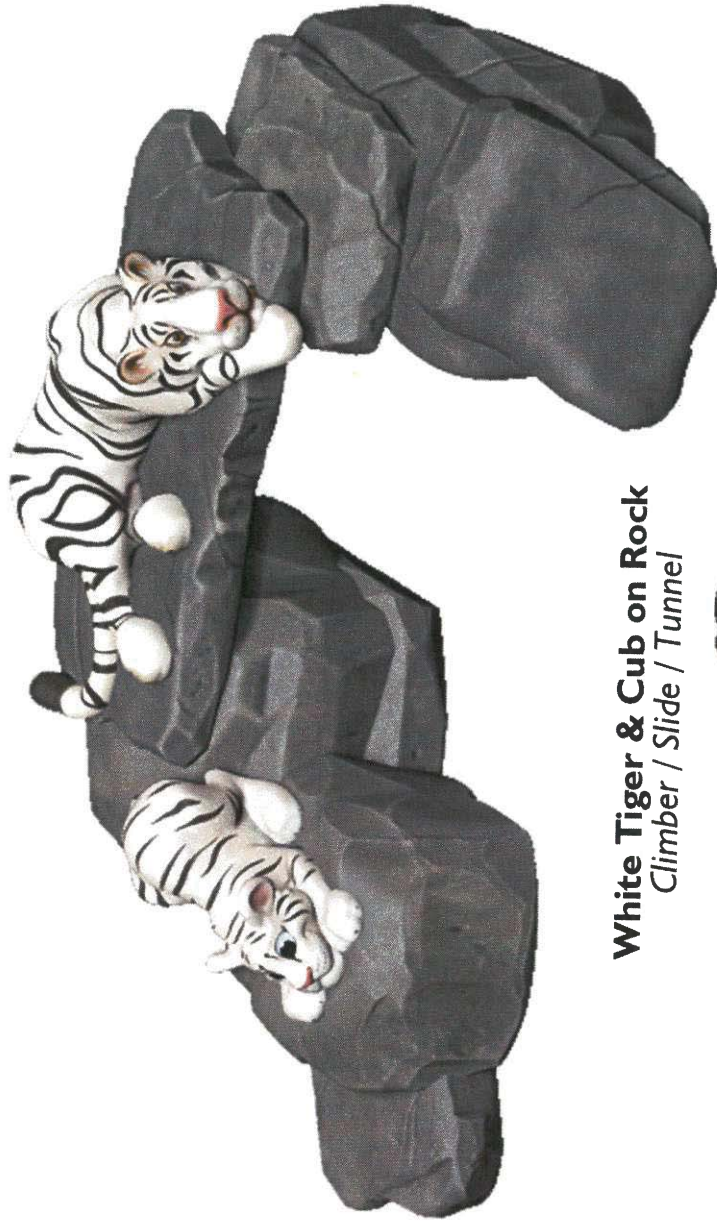


**PLAYTIME**  
the softer side of play





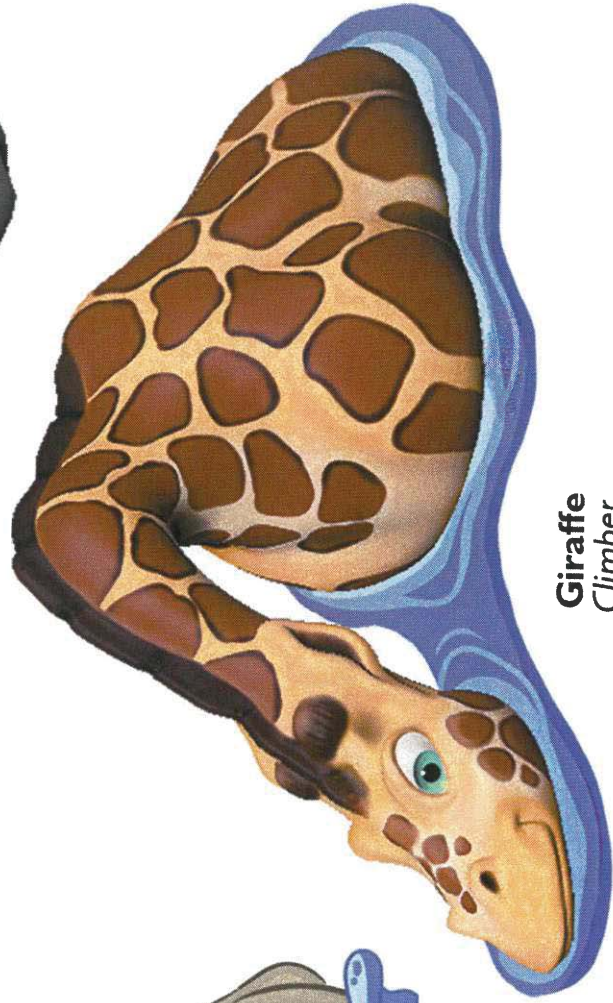
**Rhinoceros**  
Climber



**White Tiger & Cub on Rock**  
Climber / Slide / Tunnel



**Hippo**  
Climber



**Giraffe**  
Climber





**PLAY ME**



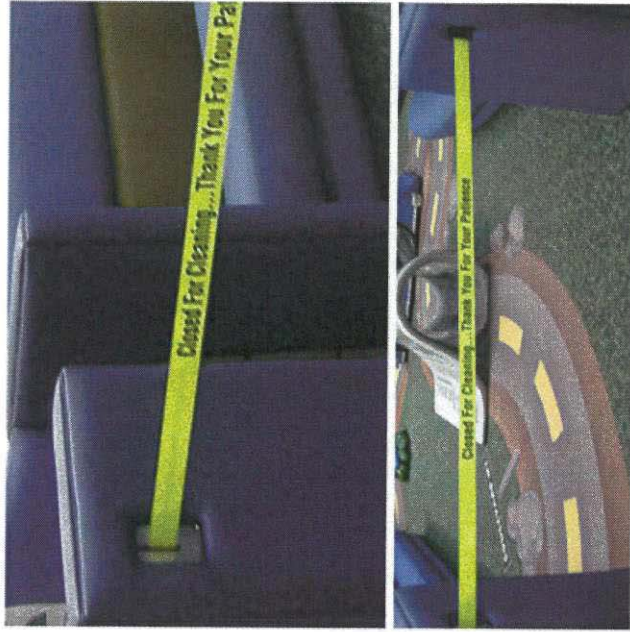
**Seating w/ Shoe Cubbies**



**Wall - Mounted Hand Sanitizer**



**Full Sculpt Cheetah Greeter Photo Op , Entry / Rules Sign**




**"Closed for Cleaning" Retractable Tensabarrier built into Entrance**

**Sponsorship Opportunities**



**3' x 7' Sponsorship Sign**

Project Name	Dwight D. Eisenhower National Airport - Reference Page B	© 2015 PLAYTIME LLC All Rights Reserved. Designs are the property of PLAYTIME and are not to be sold or distributed to any other party without expressed written consent. Prices, colors and designs are subject to change at the discretion of Playtime.
Date	07-29-2015	
PLAYTIME, LLC 13310 James E. Casey Ave. Englewood, CO 80112 303-462-0302 www.Playtime.com	 <b>PLAYTIME</b> the softer side of play	

City of Wichita  
City Council Meeting  
October 6, 2015

**TO:** Wichita Airport Authority  
**SUBJECT:** Tolling Agreement for Mediation  
**INITIATED BY:** Law Department  
**AGENDA:** Airport Authority-Consent

---

**Recommendation:** Approve tolling agreement.

**Background:** Crossland Construction, LLC and the Wichita Airport Authority entered into a construction contract on January 8, 2013 for the Parking Structure, Rental Car Facility and Surface Parking Lot Project at Eisenhower National Airport. The construction of the garage is now complete. Due to the complexity of the contract, in order to conclude the contractual relationship, it is necessary for the parties to mediate final payment obligations.

**Analysis:** A mediation has been scheduled between the City of Wichita and a construction contractor. A tolling agreement allows both parties to enter the mediation process without waiving any contractual performance or payment deadlines.

**Financial Considerations:** None.

**Legal Considerations:** The Law Department has reviewed and approved this agreement as to form.

**Recommendation/Action:** It is recommended that the City Council approve the Tolling Agreement and authorize the Mayor to sign.

**Attachment:** Tolling and Standstill Agreement.

## **TOLLING AND STANDSTILL AGREEMENT**

This Tolling and Standstill Agreement is entered with an effective date of July 10, 2015 (the "Effective Date") by and between Crossland Construction Company, Inc. ("CROSSLAND") and the Wichita Airport Authority ("AUTHORITY.")

WHEREAS, a dispute currently exists between CROSSLAND and AUTHORITY and

WHEREAS, CROSSLAND and AUTHORITY are contract parties to a Construction Contract Agreement dated January 8, 2013 for the Parking Structure, Rental Car Facility and Surface Parking Lot Project;

NOW, THEREFORE, for and in consideration of the mutual agreements of CROSSLAND and AUTHORITY as recited herein, CROSSLAND and AUTHORITY each agrees as follows:

1. As used herein, the following terms shall have the following meanings:
  - a. AUTHORITY means the Wichita Airport Authority.
  - b. CROSSLAND means Crossland Construction Company, Inc.
  - c. EFFECTIVE DATE means July 10, 2015.
  - d. TERMINATION DATE means November 1, 2015, unless extended by a written agreement signed by CROSSLAND and AUTHORITY.
  - e. TIMING DEFENSE means any defense based in whole or in part upon any statute of limitations, repose period, laches, or any other failure to institute or commence litigation or other proceedings within a specified period, before a specified date, or before the happening of a specified event.
  - f. TOLLED CLAIMS means all legal and equitable claims, actions, causes of action, demands, rights, damages, expenses and compensation whatsoever which could be asserted by AUTHORITY against CROSSLAND or by CROSSLAND against AUTHORITY, whether in tort, contract or equity, under state or federal law, statutory, common or otherwise.
2. CROSSLAND and AUTHORITY expressly agree and covenant not to sue each other from the Effective Date through and including the TERMINATION DATE concerning any TOLLED CLAIMS. This prohibition does not prevent an action to enforce this Tolling and Standstill Agreement.
3. CROSSLAND and AUTHORITY agree they each shall not assert any TIMING DEFENSE based in whole or in part on the time period from the EFFECTIVE DATE through and including the TERMINATION DATE.

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4. CROSSLAND and AUTHORITY each hereby agrees that any TIMING DEFENSE that may be applicable to any claim or cause of action that CROSSLAND or AUTHORITY may have against the other, whether in tort, contract or equity, under state or federal law, statutory, common or otherwise, is hereby tolled as of the EFFECTIVE DATE and the running thereof is stayed until TERMINATION DATE so that any calculation of the applicable period of time under any such doctrine would be the sum of the applicable period of time plus the period between the EFFECTIVE DATE and the TERMINATION DATE. The calculation of any applicable period of time does not include the first date, but does include the last date.

5. CROSSLAND and AUTHORITY each hereby agree to toll the time for asserting any TOLLED CLAIMS as of the EFFECTIVE DATE and the time for asserting any TOLLED CLAIMS is stayed until TERMINATION DATE so that any calculation of the applicable period of time under any such claim would not include the applicable period of time between the EFFECTIVE DATE and the TERMINATION DATE. The calculation of any applicable period of time includes the first date and the last date.

6. The parties' agreement to suspend and toll as set forth in paragraphs 2 - 4 above, is good and sufficient consideration for the performance and enforcement of this Tolling and Standstill Agreement.

7. Execution of this Tolling and Standstill Agreement shall not be construed as a waiver by either party of any claim or defense it may have against the other, except as herein provided, or as an admission of any kind by either party.

8. This Tolling and Standstill Agreement does not excuse performance of any contractual obligation under the Construction Contract Agreement except as specifically referenced herein.

9. Each party represents and warrants that their execution of this document is binding upon their successors and assigns.

10. This Tolling and Standstill Agreement shall be construed in accordance with and governed by the laws of the State of Kansas, without regard to its principles of conflict of laws.

11. This Tolling and Standstill Agreement may be executed in counterparts, all of which together shall constitute an agreement binding on the parties hereto, notwithstanding that all such parties are not signatories to the original or same counterpart.

12. This Tolling and Standstill Agreement constitutes the entire agreement between the parties concerning Timing Defenses and agreement not to institute suit. It supersedes any previous agreements or understandings. There are no agreements, covenants, conditions, or limitations of this Tolling and Standstill Agreement that are not expressly stated herein.

13. This Tolling and Standstill Agreement may not be modified except by an instrument in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this \_\_\_\_ day of September 2015.

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CROSSLAND CONSTRUCTION COMPANY, INC.

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Bennie Crossland

WICHITA AIRPORT AUTHORITY

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By: Karen Sublett, City Clerk

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By: Mayor Jeff Longwell

APPROVED AS TO FORM:

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Jennifer Magana  
City Attorney and Director of Law

Wichita, Kansas  
September 28, 2015  
10:00 a.m., Monday  
Conference Room, 12<sup>th</sup> Floor

MINUTES - BOARD OF BIDS AND CONTRACTS\*

The Board of Bids and Contracts met with Marty Strayer, Administrative Assistant, Public Works Engineering in the Chair; Fanny Chan, Senior Accountant, Finance, representing the Director of Finance, John Page, Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting dated September 21, 2015 were read and on motion approved.

Bids were opened July 10, 2015, pursuant to advertisements published on:

**WICHITA AIRPORT AUTHORITY/AIRFIELD MAINTENANCE: Airfield  
Regenerative Air Sweeper.**

MMP Business Associates Inc. - \$216,780.00 Base Bid  
\$3,948.00 Option 2

The Purchasing Division recommended that the contracts be awarded as outlined above.

On motion the Board of Bids recommended that the contracts be awarded as outlined above.

On motion the Board of Bids adjourned.

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Marty Strayer, Administrative Assistant  
Department of Public Works

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Janis Edwards, CMC  
Deputy City Clerk

**FORMAL BID REPORT**

**TO:** Robert Layton, City Manager

**DATE:** October 5, 2015

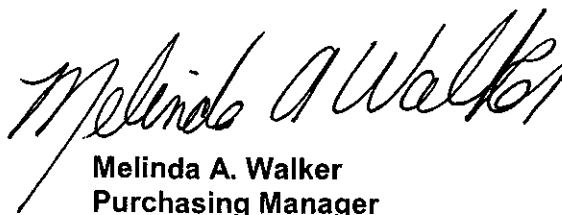
**WICHITA AIRPORT AUTHORITY BIDS – VICTOR WHITE, DIRECTOR OF AIRPORTS**

**July 10, 2015**

Airfield Regenerative Air Sweeper –Wichita Airport Authority/Airfield Maintenance Division

<b>MMP Business Associates Inc. (Deferred from September 21, 2015) Base Bid</b>	<b>\$216,780.00</b>
<b>Option 2</b>	<b>3,948.00</b>

**ITEMS TO BE PURCHASED AS ADVERTISED IN THE OFFICIAL CITY NEWSPAPER.**



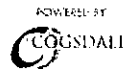
Melinda A. Walker  
Purchasing Manager

**BID RESULTS**[Registration](#)[Solicitations](#)[Document Inquiry](#)[Login](#)[Help](#)

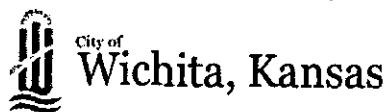
This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

**Vendor Group Line****Solicitation:** FB540105 **Airfield Regenerative Air Sweeper****Close Date/Time:** 7/10/2015 10:00 AM CST**Solicitation Type:** Formal Bid[Return to the Bid List](#)**Award Method:** Aggregate Cost**Department:** Airport Operations**Responses:** 5

Vendors	Complete	Bid Total	City Comments
ELLIOTT EQUIPMENT COMPANY	Complete	\$232,645.00	Does not meet specifications
KEY EQUIPMENT & SUPPLY CO	Complete	\$237,950.00	
MMP BUSINESS ASSOCIATES INC	Complete	\$238,353.00	Award 10/06/2015 Base Bid w/Option 2 Wichita Airport Authority/Airfield Maintenance
VICTOR L PHILLIPS COMPANY	In-Complete	\$0.00	
SELLERS EQUIPMENT INC	Partial	\$216,211.00	

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**BID RESULTS**[Registration](#)[Solicitations](#)[Document Inquiry](#)[Login](#)[Help](#)

This page summarizes vendor bids by the extended cost for each commodity line on the solicitation.

Vendor Group Line

Solicitation: FB540105 Airfield Regenerative Air Sweeper Close Date/Time: 7/10/2015 10:00 AM CST

Solicitation Type: Formal Bid

[Return to the Bid List](#)

Award Method: Aggregate Cost

Department: Airport Operations

Responses: 5

Go to: 

Line 001 | Base Bid: New Unused Current Model High-Speed Street/Airfield Regenerative Air Sweeper.  
 Manufacturer: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ELLIOTT EQUIPMENT COMPANY	1	Each	\$209,414.0000	\$209,414.00	Complete	Freightliner M2 Chassis Schwarze Model A7 Tornado 2016. If sweeper body built before Jan 1 2016 will be 2015 model. Alt Bid International 4300 Chassis 216719.00 Schawrze A7 Tornado 2016
SELLERS EQUIPMENT INC	1	Each	\$216,211.0000	\$216,211.00	Complete	Johnston Model RT655 2015
MMP BUSINESS ASSOCIATES INC	1	Each	\$216,780.0000	\$216,780.00	Complete	Tymco Model 600 2016
KEY EQUIPMENT & SUPPLY CO	1	Each	\$223,449.0000	\$223,449.00	Complete	Elgin Model Crosswind 2015
VICTOR L PHILLIPS COMPANY					No Bid.	

Line 002 | OPTION 1: Complete Hopper/Blower Section to be Manufactured of Stainless Steel in Lieu of Steel.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
SELLERS EQUIPMENT INC	1	Each	\$0.0000	\$0.00	Complete	Standard
KEY EQUIPMENT & SUPPLY CO	1	Each	\$9,000.0000	\$9,000.00	Complete	
ELLIOTT EQUIPMENT COMPANY	1	Each	\$16,981.0000	\$16,981.00	Complete	Alt Bid same price
MMP BUSINESS ASSOCIATES INC	1	Each	\$17,625.0000	\$17,625.00	Complete	
VICTOR L PHILLIPS COMPANY					No Bid.	

Line 003 | OPTION 2: Broom Assist Pick-Up Head in Lieu of Air Only Pick-Up Head. Broom Section to be Cab Controlled for on Demand Operation Only When Needed.

Vendors	QTY	UOM	Price	Complete	Comments
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				<b>Extended Cost</b>		
MMP BUSINESS ASSOCIATES INC	1	Each	\$3,948.0000	\$3,948.00	Complete	
KEY EQUIPMENT & SUPPLY CO	1	Each	\$5,501.0000	\$5,501.00	Complete	
ELLIOTT EQUIPMENT COMPANY	1	Each	\$6,250.0000	\$6,250.00	Complete	Alt Bid same price
SELLERS EQUIPMENT INC				No Bid.		
VICTOR L PHILLIPS COMPANY				No Bid.		

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